

**Public Release Version
of the
Pentagon Renovation
Wedges 2-5 Request for Proposal**

Note: This is a Public Release version of the Pentagon Renovation Wedges 2-5 Request for Proposal. Specific information has been removed from this version for security reasons. Thus, this is not a complete requirements document and should only be used as an example of a performance-based RFP approach.

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 103	
2. CONTRACT NO.		3. SOLICITATION NO. MDA947-00-R-0007		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 19 Jan 2001	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY PENTAGON RENOVATION OFFICE ATTN: NANCY GUNDERSON 100 BOUNDARY CHANNEL DRIVE ARLINGTON, VA 22202-3712			CODE MDA947	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME MARTY HEULE		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 703-693-7658		C. E-MAIL ADDRESS heulem@army.pentagon.mil	
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)			CODE	25. PAYMENT WILL BE MADE BY		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION A Solicitation/Contract Form

PREAMBLE

1. Overview. In order to realize economies and efficiencies inherent in completing the remainder of the Pentagon Renovation Program, the Government has elected to consolidate all four remaining wedges of above ground renovation into one acquisition and resulting contract. The Government's approach to this contract has been to structure a framework that will support a successful partnership between the Contractor and the Government that will enable the completion of the Renovation within cost, on schedule, and to acceptable levels of quality and performance. As a reflection of the symbiotic nature of the relationship the Government seeks to maintain over the life of the contract, its very underpinnings rely on each of the parties to *interact* in essential ways. The Government has, to the greatest degree possible, stated its requirements on a performance basis, thus allowing and expecting the Contractor to determine, using standard commercial best-practices, what design solutions are appropriate. The Contractor is expected to aggressively seek out innovative solutions to maximize budget and performance in response to these performance-based requirements. The Government expects to be involved in design decision-making as these solutions are determined, but recognizes the Contractor's essential role. The Government, in turn, has established an incentive structure that will readily and meaningfully reward these behaviors, but reward must be earned--there is no guaranteed profit or fee. Trust that each partner will act in accordance with these expectations is essential to maintaining the relationship that will enable this contract to succeed.

The expected period of performance for the contract is in excess of ten years. Although the contract has been written in contemplation that changes will undoubtedly occur, there is no reasonable expectation between the parties that the contract in fact addresses all possible changes that will occur. In fact, the parties understand that it would be impossible to write such a contract. What is needed instead, and what this contract does address, is the nature of the relationship between the parties.

2. Background. For purposes of the Renovation the Pentagon has been divided into five wedges of approximately 1 million square feet each. The construction of Wedge 1 got underway in 1997 using a traditional design-bid-build approach. Tenant fit-out was designed after the award of the construction contract and based heavily on individual tenant's requirements and desires. The Program concept was to complete each of the remaining four wedges, individually competed over time, in the same manner. In 1999 the Government found itself addressing a budget challenge for the completion of the Renovation. In response the Program was completely re-conceptualized. Every aspect of the approach was re-evaluated and much was changed.

Most fundamentally, all the remaining wedges were consolidated under one acquisition. It was decided that this competition would utilize the design-build delivery method and performance-based requirements. As part of this approach the Government determined that a universal space planning solution was needed, to allow future design flexibility. The business arrangement, including the reward structure, was devised to incentivize superior performance and maximize the budget. The rationale for these decisions is straight-forward: they all held promise of cost avoidance.

3. Project Characteristics. As a result of the design-build delivery method, the Contractor is the single point of responsibility for performance of contractual requirements. By utilizing performance-based requirements the Government has appropriately shifted the responsibility for making most design decisions to the Contractor. The Government recognized early on that this would necessitate changes in its internal practices. This contract reflects a significant departure from traditional Government-dictated design processes and practices and associated program controls, and substitutes to the greatest degree possible the Contractor's standard commercial practices. In exchange, it's the Contractor's responsibility to adapt these commercial practices, if necessary, to provide the Government with an acceptable level of

insight and participation, during design and construction, as befits an informed consumer. An acceptable level of insight and participation will allow the Government to achieve the following:

- Be assured that the Contractor is meeting performance and other contract requirements.
- Ensure established requirements are adequate to produce the desired functionality.
- Ensure conclusions and input can be made about appearance and other preference items.
- Be kept informed, and be able to keep others informed.
- Allow scheduling and coordination of government furnished property, IM&T installation, OGCs, outages, etc.
- Preclude avoidable conflicts and impacts on tenants.

These decisions were made to allow the Contractor the greatest degree of freedom to, using innovation and creativity, pursue optimum solutions to our performance-based requirements.

The tenant turnover rate is very high in the Pentagon. Entire organizations come and go; changing missions dramatically alter the type and use of space as well. Wedge 1 construction experience has shown that making early tenant fit out design decisions can be very costly when the inevitable tenant changes occur, especially if there are core and shell implications. The parties understand that it is impossible for the Government to identify particular tenant needs for all four wedges at this point in time. The Government has identified the types of space for the renovated Pentagon. It's the Government's responsibility to interact with the tenants and convey requirements to the Contractor. The Contractor in turn will devise a universal space plan that will enable both parties to delay tenant fit-out design decisions as long as possible with minimal core and shell impacts and allow future changes with reduced cost impact. These changes in requirements will occur. It is the Contractor's responsibility to assist the Government in addressing these changes and to make recommendations or take actions to minimize the impacts, both through the universal space planning approach and through whatever innovative means are available.

Because of the extended period of performance, the Contractor's responsibilities include managing the contract budget as events transpire over time. Although economic fluctuations will be addressed through the market basket mechanism, technology and process changes can be expected and must be addressed within the original pricing structure of the contract. The Government expects that as technology improves, learning occurs, and efficiencies are realized, costs per wedge in constant dollars will decrease. The Government intends that all available contract funds be applied to improving the performance and maintainability of the renovated Pentagon. The contract structure provides for cost sharing of underruns as a means of incentivizing innovation and problem-solving and to provide for some budget flexibility. The Government will share in overruns up to the ceiling amount as well. However, it's the Contractor's responsibility to manage the contract budget such that all contract requirements are met, performance and utility are maximized within the available budget amount, Government requests and desires are satisfied as the budget allows, and little or no underrun occurs. The requirements for cost and earned value reporting will give both parties the necessary insight to allow prudent and timely decisions to be made regarding levels of performance and finishes. Given the tremendous control the Contractor exercises over the budget for this project, the Government will consider the relationship between the parties to be fundamentally flawed if either has to resort to a near-continuous stream of relatively small dollar change requests or orders to realize progress.

4. Guiding Principles. The goal of the Pentagon Renovation Program is to upgrade the Pentagon into a modern, flexible, and safe office environment that will endure well into the 21st century. The Contractor shall institute and foster an innovative, effective, and efficient management program able to address changes and developing conditions while continuing to maintain appropriately high levels of quality within budget constraints.

The Pentagon Renovation Program Office will serve as Government's single face to the Contractor on contractual and requirements issues and act as the intermediary between the Contractor and

tenants/building operators. While interaction between the Contractor, building operators and tenants are necessary, the Contractor shall not take technical direction or guidance from any organization other than the Pentagon Renovation Program Office. The Contractor will attempt, to the greatest degree possible within budget constraints, to satisfy tenant/operator requests made through the Program Office.

The Contractor and the Government will form a unified, collocated team that will jointly manage project activities as described in this document. Both parties, to the greatest degree practical, will adapt their processes whenever appropriate to provide for common processes within the unified teams. The team is jointly responsible for solving all problems that arise.

The Government will continue to provide, via the award fee process and plan, its performance expectations to the Contractor as they may change over time. The Government will reward behavior in accordance with the plan. The Government will not reward behavior in contravention to its stated performance expectations. The Contractor must understand that both parties will view the contract and the relationship similarly--if the Government is greatly pleased with the Contractor's performance, the Contractor will be greatly pleased with the Government's reward. The converse is obviously true as well.

5. Conclusion. The project described in this contract is unique in many ways. It stands to reason that traditional construction practices are not necessarily the best for a non-traditional project. Because of its strong belief that the relationship between the parties will ensure either the project's success or failure, the Government has written this contract to establish that relationship, rather than to document every transaction that will occur over its life. The Government has departed significantly from its standard approach to construction projects in an attempt to make this relationship effective and keep it healthy. The Contractor must also be flexible enough to adapt to change and undertake new ways of doing business to make this relationship work.

IN ACCORDANCE WITH THE ORDER OF PRECEDENCE CLAUSE, SPECIFIC ELEMENTS OF THIS CONTRACT SHALL GOVERN IN THE EVENT OF A CONFLICT BETWEEN THE PREAMBLE AND ANY OTHER PARTS OF THE CONTRACT.

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	Wedge 2 Design and Construction FPI		Lot		
TARGET COST					
TARGET PROFIT					
TOTAL TARGET PRICE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	Wedge 2 Demolition (including Temporary MEP) FPI - (See H-19)		Lot		
TARGET COST					
TARGET PROFIT					
TOTAL TARGET PRICE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	Wedge 2 Abatement FPI - (See H-19)		Lot		
TARGET COST					
TARGET PROFIT					
TOTAL TARGET PRICE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004	Wedge 2 Award Fee FPI		Lot		

TARGET COST	
TARGET PROFIT	
TOTAL TARGET PRICE	_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005	Wedge 2 FPI - Option for Repair of Exterior Walls Inside the Building Perimeter (See SOW 2.16)		Lot		

TARGET COST	
TARGET PROFIT	
TOTAL TARGET PRICE	_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006	Wedge 2 FPI - Option for Repair of Exterior Facade Stone Joints and Exterior Limestone Cleaning (See SOW 2.16)		Lot		

TARGET COST	
TARGET PROFIT	
TOTAL TARGET PRICE	_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007	Wedge 2 FPI - Option for Environmental Management and Control System Materials and Services (See SOW 2.5.2.2.1)		Lot		
				TARGET COST	
				TARGET PROFIT	
				TOTAL TARGET PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008	Wedge 2 FFP - Option for Upgraded Finishes for Space Type A (See SOW 7.6)		Square Meter		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009	Wedge 2 FFP - Option for Upgraded Finishes for Space Type B (See SOW 7.6)		Square Meter		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010	Wedge 2 FFP - Option for Upgraded Finishes for Space Type C (See SOW 7.6)		Square Meter		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011	Wedge 2 FFP - Option for Upgraded Finishes for Space Type D (See SOW 7.6)		Square Meter		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012	Wedge 2 FFP - Option for Upgraded Finishes for Space Type E (See SOW 7.6)		Square Meter		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2013	Wedge 2 FFP - Option to Convert "SCIFable" Space to SCIF Space		Square Meter		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2014	Wedge 2 FPI - Design and Construction Continuation Through Phase 2 (See H-20)		Lot		

TARGET COST	
TARGET PROFIT	
TOTAL TARGET PRICE	_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2015			Lot		

Wedge 2

FPI - Demolition (Including Temporary MEP) Continuation Through Phase 2 (See H-19 and H-20)

TARGET COST	
TARGET PROFIT	
TOTAL TARGET PRICE	_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2016			Lot		

Wedge 2

FPI - Abatement Continuation Through Phase 2 (See H-19 and H-20)

TARGET COST	
TARGET PROFIT	
TOTAL TARGET PRICE	_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001			Lot		

Wedge 3 Design and Construction

FPI

TARGET COST	
TARGET PROFIT	
TOTAL TARGET PRICE	_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT Lot	UNIT PRICE	AMOUNT
3002	Wedge 3 Demolition (including Temporary MEP) FPI - (See H-19)				
				TARGET COST	
				TARGET PROFIT	
				TOTAL TARGET PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT Lot	UNIT PRICE	AMOUNT
3003	Wedge 3 Abatement FPI - (See H-19)				
				TARGET COST	
				TARGET PROFIT	
				TOTAL TARGET PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT Lot	UNIT PRICE	AMOUNT
3004	Wedge 3 Award Fee FPI				
				TARGET COST	
				TARGET PROFIT	
				TOTAL TARGET PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005			Lot		

Wedge 3

FPI - Option for Repair of Exterior Walls Inside the Building Perimeter (See SOW 2.16)

TARGET COST

TARGET PROFIT

TOTAL TARGET PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006			Lot		

Wedge 3

FPI - Option for Repair of Exterior Facade Stone Joints and Exterior Limestone Cleaning (See SOW 2.16)

TARGET COST

TARGET PROFIT

TOTAL TARGET PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007			Lot		

Wedge 3

FPI - Option for Environmental Management and Control System Materials and Services (See SOW 2.5.2.2.1)

TARGET COST

TARGET PROFIT

TOTAL TARGET PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008	Wedge 3 FFP - Option for Upgraded Finishes for Space Type A (See SOW 7.6)		Square Meter		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009	Wedge 3 FFP - Option for Upgraded Finishes for Space Type B (See SOW 7.6)		Square Meter		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010	Wedge 3 FFP - Option for Upgraded Finishes for Space Type C (See SOW 7.6)		Square Meter		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011	Wedge 3 FFP - Option for Upgraded Finishes for Space Type D (See SOW 7.6)		Square Meter		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012	Wedge 3 FFP - Option for Upgraded Finishes for Space Type E (See SOW 7.6)		Square Meter		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3013	Wedge 3 FFP - Option to Convert "SCIFable" Space to SCIF Space		Square Meter		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	Wedge 4 Design and Construction FPI		Lot		

TARGET COST	
TARGET PROFIT	
TOTAL TARGET PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002	Wedge 4 Demolition (Including Temporary MEP) FPI - (See H-19)		Lot		

TARGET COST	
TARGET PROFIT	
TOTAL TARGET PRICE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003	Wedge 4 Abatement FPI - (See H-19)		Lot		
TARGET COST					
TARGET PROFIT					
TOTAL TARGET PRICE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004	Wedge 4 Award Fee FPI		Lot		
TARGET COST					
TARGET PROFIT					
TOTAL TARGET PRICE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005	Wedge 4 FPI - Option for Repair of Exterior Walls Inside the Building Perimeter (See SOW 2.16)		Lot		
TARGET COST					
TARGET PROFIT					
TOTAL TARGET PRICE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006	Wedge 4 FPI - Option for Repair of Exterior Facade Stone Joints and Exterior Limestone Cleaning (See SOW 2.16)		Lot		
TARGET COST					
TARGET PROFIT					
TOTAL TARGET PRICE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007	Wedge 4 FPI - Option for Environmental Management and Control System Materials and Services (See SOW 2.5.2.2.1)		Lot		
TARGET COST					
TARGET PROFIT					
TOTAL TARGET PRICE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008	Wedge 4 FFP - Option for Upgraded Finishes for Space Type A (See SOW 7.6)		Square Meter		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009	Wedge 4 FFP - Option for Upgraded Finishes for Space Type B (See SOW 7.6)		Square Meter		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010	Wedge 4 FFP - Option for Upgraded Finishes for Space Type C (See SOW 7.6)		Square Meter		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011	Wedge 4 FFP - Option for Upgraded Finishes for Space Type D (See SOW 7.6)		Square Meter		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012	Wedge 4 FFP - Option for Upgraded Finishes for Space Type E (See SOW 7.6)		Square Meter		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4013	Wedge 4 FFP - Option to Convert "SCIFable" Space to SCIF Space		Square Meter		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT Lot	UNIT PRICE	AMOUNT
5001	Wedge 5 Design and Construction FPI				
TARGET COST					
TARGET PROFIT					
TOTAL TARGET PRICE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT Lot	UNIT PRICE	AMOUNT
5002	Wedge 5 Demolition (Including Temporary MEP) FPI - (See H-19)				
TARGET COST					
TARGET PROFIT					
TOTAL TARGET PRICE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT Lot	UNIT PRICE	AMOUNT
5003	Wedge 5 Abatement FPI - (See H-19)				
TARGET COST					
TARGET PROFIT					
TOTAL TARGET PRICE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5004	Wedge 5 Award Fee FPI		Lot		
TARGET COST					
TARGET PROFIT					
TOTAL TARGET PRICE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5005	Wedge 5 FPI - Option for Repair of Exterior Walls Inside the Building Perimeter (See SOW 2.16)		Lot		
TARGET COST					
TARGET PROFIT					
TOTAL TARGET PRICE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5006	Wedge 5 FPI - Option for Repair of Exterior Facade Stone Joints and Exterior Limestone Cleaning (See SOW 2.16)		Lot		
TARGET COST					
TARGET PROFIT					
TOTAL TARGET PRICE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5007	Wedge 5 FPI - Option for Environmental Management and Control System Materials and Services (See SOW 2.5.2.2.1)		Lot		
TARGET COST					
TARGET PROFIT					
TOTAL TARGET PRICE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5008	Wedge 5 FFP - Option for Upgraded Finishes for Space Type A (See SOW 7.6)		Square Meter		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5009	Wedge 5 FFP - Option for Upgraded Finishes for Space Type B (See SOW 7.6)		Square Meter		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5010	Wedge 5 FFP - Option for Upgraded Finishes for Space Type C (See SOW 7.6)		Square Meter		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5011			Square Meter		

Wedge 5

FFP - Option for Upgraded Finishes for Space Type D (See SOW 7.6)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5012			Square Meter		

Wedge 5

FFP - Option for Upgraded Finishes for Space Type E (See SOW 7.6)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5013			Square Meter		

Wedge 5

FFP - Option to Convert "SCIFable" Space to SCIF Space

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6001			Cubic Meter		

Wedges 2, 3, 4, and 5

FFP - Option for Excavation and Removal of Contaminated Soil and Replacement with Suitable Soil (See H-17)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6002	Wedges 2, 3, 4, and 5 FFP - Option for Excavation and Removal of Unsuitable Soil and Replacement with Suitable Soil (See H-17)		Cubic Meter		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7001	Wedges 2, 3, 4, and 5 FPI - Data and Reports for CLINs 2001-2013, 3001-3013, 4001-4013, 5001-5013, and 6001-6002		Lot		

TARGET COST
 TARGET PROFIT
 TOTAL TARGET PRICE

B-2 TOTAL WEDGES TARGET COSTS AND FEE

The total target costs and potential award fee of this contract for Fixed Price Incentive CLINs, including the FPI options for Wedges 3, 4, and 5 that may be exercised by the Government are:

Wedge 2 (CLIN 2001)	\$
Wedge 2 Demolition (CLIN 2002)	\$
Wedge 2 Abatement (CLIN 2003)	\$
Wedge 2 Award Fee (CLIN 2004)	\$
Wedge 2 Total	\$
Wedge 3 (CLIN 3001)	\$
Wedge 3 Demolition (CLIN 3002)	\$
Wedge 3 Abatement (CLIN 3003)	\$
Wedge 3 Award Fee (CLIN 3004)	\$
Wedge 3 Total	\$
Wedge 4 (CLIN 4001)	\$
Wedge 4 Demolition (CLIN 4002)	\$
Wedge 4 Abatement (CLIN 4003)	\$

Wedge 4 Award Fee (CLIN 4004)	\$
Wedge 4 Total	\$
Wedge 5 (CLIN 5001)	\$
Wedge 5 Demolition (CLIN 5002)	\$
Wedge 5 Abatement (CLIN 5003)	\$
Wedge 5 Award Fee (CLIN 5004)	\$
Wedge 5 Total	\$
Total FPI Target Costs for Wedges 2, 3, 4, and 5 (CLINs 2001, 2002, 2003, 3001, 3002, 3003, 4001, 4002, 4003, 5001, 5002, and 5003)	\$
Total FPI Award Fee for Wedges 2, 3, 4, and 5 (CLINs 2004, 3004, 4004, and 5004)	\$
Total FPI Target Costs plus Award Fee for Wedges 2, 3, 4, and 5 (CLINs 2001 - 2004, 3001 - 3004, 4001 - 4004, and 5001 - 5004)	\$

B-3 CONTRACT TYPE SUMMARY

This contract include a mixture of the following types of line items:

Item/Option Item	Type
2001, 2002, 2003, 2005, 2006, 2007, 2014, 2015, 2016, 3001, 3002, 3003, 3005, 3006, 3007, 4001, 4002, 4003, 4005, 4006, 4007, 5001, 5002, 5003, 5004, 5006, and 5007	Fixed Price Incentive (Firm Target)
2008, 2009, 2010, 2011, 2012, 2013, 3008, 3009, 3010, 3011, 3012, 3013, 4008, 4009, 4010, 4011, 4012, 4013, 5008, 5009, 5010, 5011, 5012, 5013, 6001, and 6002	Fixed Price Ordering Items NOTE: If exercised, these CLINs are included in the incentive calculations for their associated wedge. See FAR 52.216-16

SECTION C Descriptions and Specifications

SECTION C DESCRIPTION, SPECIFICATIONS, AND WORK STATEMENT

[This section is incorporated as Attachment 1](#)

SECTION D Packaging and Marking

D-1 REPORTS AND OTHER DELIVERABLES

a. The Contractor shall submit all reports and other deliverables in accordance with the delivery schedule set forth in Section F and the attached Contract Data Requirements Lists.

b. The following information shall be provided with all reports. However, if the report incorporates a Pentagon Renovation log or letterhead, this information shall be provided on a severable cover sheet and not on the same sheet of paper as the Pentagon Renovation logo or letterhead.

- Contract Number
- Short Title of the Project
- Name of Contractor
- Contractor's Project Director and Phone number
- Government Point of Contact

c. Except as provided by the Contract Data Requirements Lists, the distribution to external parties of any contract report in any stage of development or completion is prohibited without the approval of the Contracting Officer.

SECTION E Inspection and Acceptance**E-1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	TITLE	DATE
52.246-12	Inspection of Construction	AUG 1996
52.246-13	Inspection -- Dismantling, Demolition, or Removal of Improvements	AUG 1996

E-2 INSPECTION AND ACCEPTANCE

Final inspection and acceptance of the work called for herein shall be accomplished in accordance with Section C, paragraph 2.2, "Building Systems Turnover and Operation".

SECTION F Deliveries or Performance**F-1 FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998)****FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:
<http://farsite.hill.af.mil>

CLAUSE NO.	TITLE	DATE
52.211-13	Time Extensions	SEP 2000
52.242-14	Suspension of Work	APR 1984
52.245-3	Identification of Government-Furnished Property	APR 1984

F-2 FAR 52.211-10, COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within one (1) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than as specified in Section F-3. The time stated for completion shall include final cleanup of the premises.

F-3 DELIVERY SCHEDULE

Items 2001 – 2003, and Option Items 3001 – 3003, 4001 – 4003, 5001 – 5003 - Performance of this contract by the Contractor shall be conducted and performed in accordance with the following schedule, to which the Contractor committed itself in its proposal in response to solicitation MDA947-00-R-0007:

Wedge 2

Milestone/ Event	Commencement Date	Completion Date
Wedge 2	Offeror submitted	N/A
Core & Shell Completion	Offeror submitted	Offeror submitted
Tenant Fit-out Completion	Offeror submitted	Offeror submitted
All Wedge Work Complete	Offeror submitted	Offeror submitted

Wedge 3

Milestone/ Event	Commencement Date	Completion Date
Wedge 3	Offeror submitted	N/A
Core & Shell Completion	Offeror submitted	Offeror submitted
Tenant Fit-out Completion	Offeror submitted	Offeror submitted
All Wedge Work Complete	Offeror submitted	Offeror submitted

Wedge 4

Milestone/ Event	Commencement Date	Completion Date
Wedge 4	Offeror submitted	N/A
Core & Shell Completion	Offeror submitted	Offeror submitted
Tenant Fit-out Completion	Offeror submitted	Offeror submitted
All Wedge Work Complete	Offeror submitted	Offeror submitted

Wedge 5

Milestone/ Event	Commencement Date	Completion Date
Wedge 5	Offeror submitted	N/A
Core & Shell Completion	Offeror submitted	Offeror submitted
Tenant Fit-out Completion	Offeror submitted	Offeror submitted
All Wedge Work Complete	Offeror submitted	Offeror submitted

Item 7001 - All data to be furnished under this contract shall be delivered prepaid to the destinations and at the times specified on the Contract Data Requirements Lists, Exhibit A.

Option Items 2005 – 2014, 3005 – 3014, 4005 – 4014, 5005 – 5014, and 6001 – 6002. - The delivery schedule for the individual Option Items shall be established upon option exercise.

F-4 WORKING FILES {tc \l2 "F.3 WORKING FILES (EPAAR 1552.210-75) (APR 1984) DEVIATION}

The Contractor shall maintain accurate working files on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

SECTION G Contract Administration Data

G-1 CONTRACT ADMINISTRATION

The cognizant office indicated on the cover page of the award document will perform administration of this contract. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

G-2 IDENTIFICATION OF CORRESPONDENCE

All correspondence and data submitted by the Contractor under this contract shall reference the contract number.

G-3 TAXPAYER IDENTIFICATION NUMBER (TIN)

The Contractor's TIN is _____. This number shall appear in the space identifying the Contractor in the appropriate blocks of contract forms and billing submittals.

G-4 SUBMISSION OF VOUCHERS

a. Original invoices for services performed under this contract shall be submitted to and payment will be made by:

Pentagon Renovation Program Office
ATTN: Contracting
100 Boundary Channel Drive
Arlington, VA 22202

b. One copy of all invoices shall be forwarded to the following for review and certification:

Pentagon Renovation Program Office
ATTN: W 2-5 Project Manager
100 Boundary Channel Drive
Arlington, VA 22202

c. The Contractor shall complete DD Form 250 and attach as a cover sheet to each invoice submitted for payment. The Contractor shall forward the original and one copy of the DD Form 250 and attached invoice to the Contracting Officer. The DD Form 250 and the invoice shall reflect the payment office as "Pre-Certified Payment Office, WHS IAD."

G-5 REMITTANCE ADDRESS

Payment of invoices furnished by the Contractor shall be sent to the following address:

The following information is provided pursuant to FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, Section I (if applicable):

The Contractor must be registered in the Central Contractor Registration (CCR) database in order to receive payments by electronic funds transfer.

G-6 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

CLINs may be funded by multiple accounting classifications. The Contractor will segregate costs and submit vouchers as required by Section G-4. The Defense Finance and Accounting Service (DFAS) shall make payments from those Accounting Classification Rating Numbers (ACRNs) assigned to each CLIN, from the earliest available funds by fiscal year as identified by ACRN.

G-7 ACCOUNTING AND APPROPRIATION DATA

CLINs 2001, 2002, 2003, and 2004

ACRN	Funding Data	Amount
AA	97X4950.2020 PX520 7782 2518 S49447 RFACxxxxx	\$XXX,XXX,XXX.00
AB	97X4950.2020 PX520 7782 2518 S49447 RFACxxxxx	\$ X,XXX,XXX.00

SECTION H Special Contract Requirements**TABLE OF CONTENTS**

<u>CLAUSE</u>	<u>TITLE</u>
H-1	Relationship Between Incentive Profit and Award Fees
H-2	Market Basket
H-3	Award Fee
H-4	Payment Method
H-5	Additional Clarifications Regarding Market Priced Commodities
H-6	Bilateral Exercise of Options
H-7	Alternate Dispute Resolution
H-8	Associate Contractor Agreements and Coordination Responsibility for Wedges 2-5
H-9	Compliance With Pentagon Regulations
H-10	Limitation On Mark-Ups On Change Orders and Contract Modifications
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H-12	Extended Overhead--Daily Rate
H-13	Exercise of Options
H-14	Time Extensions for Unusually Severe Weather
H-15	Material and Workmanship
H-16	Required Insurance
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H-18	Key Personnel
H-19	Special Considerations for Demolition and Abatement
H-20	Additional Clarifications Regarding Exercise Of Wedge Options

H-1 RELATIONSHIP BETWEEN INCENTIVE PROFIT AND AWARD FEES

(a) This contract is a fixed price incentive (Firm Target)/ award fee contract for the design and construction of Pentagon Wedges 2 through 5. This contract contains significant monetary incentives to motivate the Contractor to simultaneously control costs (the incentive profit) and (not or) achieve excellence in the effort to be performed (the award fees). As detailed elsewhere in this contract, in the event of an underrun, the target profit will be increased by \$.30 for every dollar that the total allowable costs subject to the incentive is less than the target cost. However, cost control is only one of the Government's objectives and payment of incentive profit is contingent upon achieving an average score of 85% on the award fee evaluations for the Wedge. If the average award fee score for the Wedge is equal to or greater than 85%, upon completion of the Wedge, the target profit will be increased by \$.30 for every dollar that the total allowable costs subject to the incentive is less than the target cost. This profit increase is payable to the Contractor, and is not subject to further adjustment by the award fee percentage earned.

(b) In the event that the Contractor fails to achieve a average score of 85% on the award fee evaluations for the Wedge, the incentive profit that the Contractor would have earned on an underrun for that Wedge shall be forfeited.

H-2 MARKET BASKET

(a) Objective. With contract duration for all four wedges totaling 10+ years, a method of indexing to address changes in the price of construction commodities due to inflation and other broad market forces is required to reduce some of the market risk. A method has been established to adjust contract prices for economic changes that occur during the contract period. The method chosen utilizes an index based on a "market basket" consisting of material items and units of labor representative of the Pentagon renovation project. The index adjusts for changes in overall construction cost by tracking changes in the pricing of the "market basket". Prices are monitored continuously and a percentage change in the index over a period of time is applied to the contract to adjust contract prices for an equivalent period of time in the future. For the Pentagon renovation project the index will be used to measure economic changes that occur during the Wedge 2-construction timeframe to adjust Wedge 3 and then for the total duration through Wedge 3 to adjust for Wedge 4 and so on through Wedge 5. In other words the indexing approach adjusts for inflation due to the differences in starting points for the four Wedges to be renovated.

(b) Methodology. The "market basket" is made up of a weighted mix of materials and labor associated with construction. Each item has a unit price baseline set at the offer date of the project. In the event the government elects to exercise its option(s), prices of CLINs associated with Wedges 3, 4, and 5 will be adjusted using the market basket to reflect changes in the general price level of construction materials. Wage rates will be adjusted at the time of option exercising using the Market Basket methodology described above. However, in the event that the adjustment in wage rates (and related fringes and other benefits) indicated by the Market Basket yields wages and other compensation that are lower than the Davis-Bacon Wage rates in effect on the date of option award, all affected wage rate categories will be further adjusted to reflect the Davis Bacon Wage Rates in effect on the date of option exercise.

R.S. Means Company currently publishes a Construction Cost Index (CCI) using nine different commercial, industrial and institutional buildings as a basis for the work mix in the index. The Means index is based on the weighted average of the work mix by percentage using a composite model that represents a cross section of actual usage of materials, labor and equipment in the North American building construction industry.

Use of the Means CCI directly would not necessarily reflect the work mix associated with the Pentagon renovation project. The project is design-build and includes a design cost not currently included in the Means CCI and the extensive duration of the project increases the proportion of total project costs associated with General Conditions, also not currently reflected in the Means CCI. Furthermore, the Means CCI is based on new construction.

Therefore, a customized version of the Means CCI has been developed with a specific work mix pertinent to the Pentagon project and with project specific pricing of the labor and material items tracked in the Means CCI. Additional indices will be used to track design and general conditions.

The Pentagon Renovation index will consist of a composite of four sub-indices:

1. **Design Cost** – Tracked by use of the “White Collar” cost index published by the Bureau of Labor Statistics (BLS Index 110).
2. **General Conditions** – Tracked by use of a 50%/50% mix of the “White Collar” and “Construction” cost indices published by the Bureau of Labor Statistics (BLS Indices 110 and 230).
3. **Core and Shell Construction** – Tracked by use of a customized Means cost index based on the anticipated mix of construction associated with the Core and Shell.
4. **Tenant Fit-out** – Tracked by use of a customized Means cost index based on the anticipated mix of construction associated with tenant Fit-out.

In the case that any sub-index ceases to be published or that for any reason R.S. Means no longer is involved in the production of the Pentagon index, the following corrective steps will be undertaken:

1. Failure to agree upon a replacement index shall be addressed in accordance the provisions described in H-7 entitled “Alternate Dispute Resolution”.
2. In the event that no replacement sub-index and/or index methodology can be agreed upon, the parties will endeavor to negotiate target costs for the balance of the work.
3. In the event that no replacement sub-index and/or index methodology can be agreed upon and target costs cannot be agreed, the Consumer Price Index as published by the Bureau of Labor Statistics will be used for indexing purposes.

Information on the Bureau of Labor Statistics is available on their Web Page at:
<http://stats.bls.gov/blshome.htm>

(c) Index Composition. For reference purposes the following table presents the approximate proportions by percentage associated with Core and Shell and Tenant Fit-out. ***Final percentages will be based on final proposal revisions.***

No.	Categories in the Index	Core and Shell Percent of Total	Tenant Fit-out Percent of Total
022	Earthwork	0.72%	0.00%
023	Tunneling, Piles & Caissons	0.55%	0.00%
025	Paving & Surfacing	0.00%	0.00%
026	Utilities, Sewerage & Drainage	4.00%	0.00%
028	Site Improvements	0.00%	0.00%
029	Landscaping	0.00%	0.00%
021	Demolition - Polyethylene	5.40%	0.00%
021	Demolition - Land Fill	5.39%	0.00%
021	Hazardous Material Abatement	5.39%	0.00%
2	SITWORK	21.45%	0.00%
031	Concrete formwork	0.52%	0.00%
032	Concrete reinforcing	0.18%	0.00%
033	Cast in place concrete	1.13%	0.06%
034	Pre-cast concrete	0.00%	0.00%
3	CONCRETE	1.83%	0.06%
041	Mortar & masonry accessories	0.00%	0.00%
042	Unit masonry	2.54%	0.43%
044	Stone	0.00%	0.28%
4	MASONRY	2.54%	0.72%
051	Structural metal framing	4.00%	0.00%
052	Metal joists & decking	0.36%	0.00%
055	Metal fabrications	0.99%	0.00%
5	METALS	5.34%	0.00%
061	Rough carpentry	0.13%	0.02%
062	Finish Carpentry	0.22%	6.49%
6	WOOD & PLASTICS	0.36%	6.50%
071	Waterproofing & dampproofing	0.12%	0.00%
072	Insulation & fireproofing	0.63%	0.00%
074	Roofing & siding	0.78%	0.00%
076	Flashing & sheet metal	0.00%	0.00%
7	THERMAL & MOISTURE PROT.	1.53%	0.00%
081	Doors & frames	1.16%	3.77%
088	Glazing & glazed curtain walls	0.50%	0.00%
8	DOORS & WINDOWS	1.66%	3.77%
092	Lath, plaster & gypsum board	9.36%	11.48%
093	Tile & terrazzo	3.03%	1.02%
095	Acoustical treatment & wood flooring	0.49%	4.74%
096	Flooring & carpet	0.77%	7.59%
099	Painting & wall coverage	1.19%	2.16%
9	FINISHES	14.85%	26.99%
100	Specialties	0.50%	20.21%
110	Equipment	0.00%	1.12%
120	Furnishings	0.00%	2.48%
130	Special Construction	0.00%	0.03%

		Core and Shell	Tenant Fit-out
No.	Categories in the Index	Percent of Total	Percent of Total
140	Conveying systems	0.00%	0.00%
10-14	DIVISIONS 10-14	0.50%	23.77%
151-3, 156	Plumbing: piping & fixtures	4.17%	1.04%
154	Fire protection	4.10%	1.79%
155	Heating	7.59%	0.04%
157	Air conditioning & ventilation	14.71%	20.90%
15	MECHANICAL	30.57%	23.77%
16	ELECTRICAL	19.37%	14.35%
	TOTAL COST	100%	100%

The “market basket” components of the index to be tracked by R.S. Means include:

- specific quantities of 66 commonly used construction materials
- 21 building construction trades
- 6 types of construction equipment

NOTE: The actual items are proprietary to R.S. Means but can be reviewed on request and on the basis of signing a confidentiality agreement.

Pricing is monitored on a regular basis and it is planned that the index values for the Pentagon renovation will be calculated and posted on a regular basis for information purposes.

d. Index Application. Contract pricing for the Pentagon renovation was provided for each wedge in four components and a proportional weighting of the components was established to create the composite index. The components identified were as follows:

1. Design Cost
2. General conditions
3. Core and shell work
4. Tenant Fit-out work

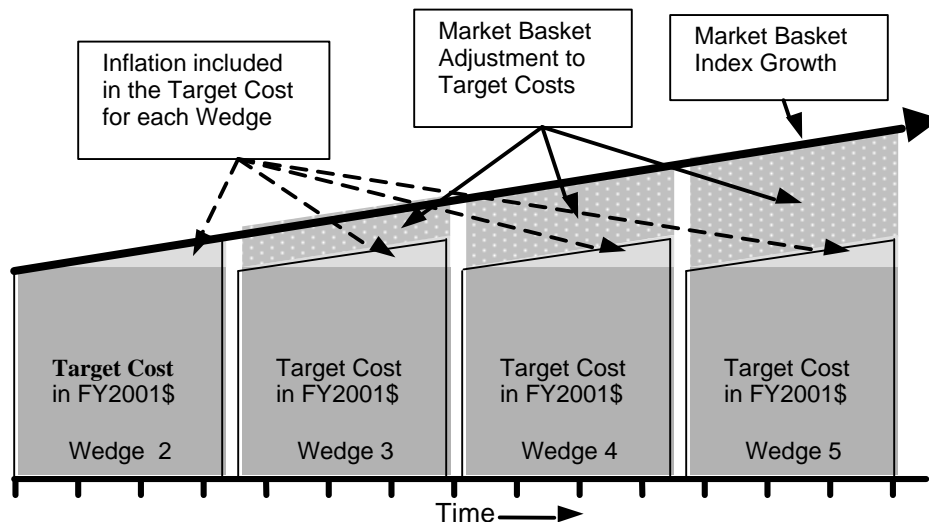
The composite index will be applied to the following:

CLIN/Clause	Applicability
3001-3002, 3004-3007	Target Costs
3003	Target Cost and ACM Rate in H-19
3008 – 3013	Unit Price
4001-4002, 4004-4007	Target Costs
4003	Target Cost and ACM Rate in H-19
4008 – 4013	Unit Price
5001-5002, 5004-5007	Target Costs
5003	Target Cost and ACM Rate in H-19
5008 – 5013	Unit Price

CLIN/Clause	Applicability
6001 – 6002	Unit Prices when ordered in conjunction with Wedges 3, 4, and/or 5
H-12	Extended Overhead Rates in conjunction with Wedges 3, 4, and/or 5
Attachment 4	Core & Shell and TFO cost per square meter in conjunction with Wedges 3, 4, and/or 5

The procedure for application is as follows:

1. The Contractor has submitted a target cost for all four wedges and options associated with each wedge, in FY01 \$, allowing only for inflation through the contract period of each Wedge, an approximate three year period. A baseline for each sub-index is established at contract award.
2. Immediately prior to the exercise of the Wedge 3 option, the latest quarterly update to the four sub-indices identified above for the Pentagon would be utilized to measure the change from the baseline to that point in time. The composite index will be calculated, and the composite index percentage change would be applied to the FY 01 target cost for Wedge 3 and its associated options, thus creating the adjusted target cost for Wedge 3 and its associated options.
3. The process would be repeated towards the end of Wedge 3, measuring the sub-indices from the baseline through the completion of Wedge 3. The composite index will be calculated, and the composite index percent change will be applied to the FY01 target cost for Wedge 4 and its associated options. The process will be repeated again at the end of Wedge 4 for Wedge 5 and its associated options.



H-3 AWARD FEE

(a) Award Fee Amount. The total amount of award fee available under this contract is ten percent (10%) of the target cost of the fixed price incentive (firm) items of the contract.

(b) Monitoring of Performance. The Contractor's performance will be continually monitored by the performance monitors whose findings are reported to the Award Fee Evaluation Board (AFEB). The AFEB recommends an award fee to the Award Fee Determination Official (AFDO), who makes the final decision of the award fee amount to be paid based on the Contractor's performance during each award fee evaluation period.

(c) Award Fee Plan. The evaluation criteria and associated grades are specified in the Award Fee Plan for Design/Build of the Pentagon Wedges 2 - 5, Attachment 2 of this contract. The evaluation periods, the associated award fee pool amounts, and the evaluation factors and performance criteria are also described in the award fee plan. Upon contract award, the Contractor will be provided the AFDO-approved award fee plan.

(d) Modification of the Award Fee Plan. Unilateral changes may be made to the award fee plan if the Contractor is provided written notification by the Contracting Officer fifteen days before the start of the upcoming evaluation period. Changes affecting the current evaluation period must be by bilateral agreement. The steps and method for making such unilateral changes are described in the award fee plan. The evaluation categories specified in the plan and the distribution of available incentive dollars may be modified from time to time unilaterally by the Government, provided that the Government notifies the Contractor 15 days prior to the start of the first affected evaluation period. In the absence of said notification, the performance categories and distribution of available award fee dollars remain as specified in the plan. The alterations described above shall not change the total available award fee potential provided by this clause nor change the award fees earned by the Contractor in any completed evaluation period.

(e) Award Fee Payment.

(1) Award fee is not subject to the allowable cost, and payment or termination clauses of this contract.

(2) The Contractor may bill for the award fee immediately upon receipt of the Contracting Officer's authorization for payment of the earned award fee amount.

(f) Modifications to the contract for additional effort or changes. Any additions or deletions to profit/fee associated with new or changed work under the contract will be reflected in adjustments to the award fee pool instead of through the target or incentive profit arrangement. There will be no increases to the target profit as a result of additions or changes to the contract scope.

H-4 PAYMENT METHOD

Progress payments shall be made in accordance with FAR 52.232-5 and based on a cost-loaded schedule submitted per section 3.2 of the Statement of Work herein. The Contractor may include mobilization activities within that schedule and need not amortize the price associated for those activities over the life of the project. Although progress payments shall be made monthly, a limited number of mid-monthly billings may be permitted for mobilization activities.

No retainage will be held by the Government unless satisfactory progress is not achieved by the Contractor.

In the preparation of monthly estimates of work accomplished, the Contractor may include invoiced amounts for material and equipment delivered to the site and preparatory work. Material delivered to the Contractor at locations other than the site may also be considered in accordance with FAR 52.232-5(b)(2).

It's the intent of both parties that payments made under this contract reflect, within reasonable variation, actual costs incurred. To that end, the parties agree on the following process to accomplish necessary reconciliations of payments made and costs incurred on a regular basis.

- Reconciliation will be considered on a quarterly basis. Thus, at the conclusion of every 3-month period of contract activity, the Government will examine the payments made and costs incurred for that period. This examination shall take place 30 days after the close of the 3-month period.
- Cost incurred data will be derived from the earned value management system utilized by the Contractor. The Contractor will assist the Government in obtaining the necessary data and making the comparison described herein.
- If the total amount of payments made to date, when compared to the actual costs incurred to date, varies by plus or minus 10% of the actual costs, a reconciliation will be made. That is, if payments made were 110% or more of actual costs, or 90% or less of actual costs, a reconciliation will be made. The reconciliation amount shall be that number of dollars representing the difference between actual costs incurred and payments made. If the variation is less than 10% over or under costs, no reconciliation is necessary.
- The reconciliation shall be accomplished by modifying the next requested payment amount by the reconciliation amount. The reconciliation can be either an increase or decrease in the next requested payment amount, depending on the nature of the variation.

The Government seeks to optimize the payment process and minimize the entire amount of time necessary to process a payment request as a means of minimizing finance costs. The Government and Contractor will jointly determine the administrative process to be used to prepare and submit invoices and back-up data, assess progress made, and complete the payment. The parties will continuously seek to improve this process.

H-5 ADDITIONAL CLARIFICATIONS REGARDING MARKET PRICED COMMODITIES

The parties to this contract, with the intent of being legally bound, agree that either party may seek an adjustment in the target price of Wedge 3 (CLINs 3001 - 3004), Wedge 4 (CLINs 4001 - 4004), Wedge 5 (CLINs 5001 - 5004), and the options associated with each wedge upon a factual showing that the cost risk sharing provisions of the clause entitled "MARKET BASKET," have become, due to market forces beyond the control of either party, ineffective in adjusting the target cost of the aforementioned CLINs to reflect changes in the cost of such commodities. The adjustment in target cost may be made at any time during the performance of the aforementioned CLINs.

The party seeking an adjustment in target price must demonstrate, using objective, verifiable, industry-wide and/or region-wide credible data that 1) commodity prices determined by the clause entitled MARKET BASKET diverge substantially from actual market prices and (not or) 2) the target cost of the aforementioned CLINs are rendered commercially unreasonable as a result.

The Contracting Officer, in his sole discretion, shall make a finding of fact regarding whether an adjustment in contract price is warranted and the amount of any such adjustment. Failure of the parties to agree on a proposed adjustment in target cost for the aforementioned CLINs shall be resolved in accordance with the procedures described in the clauses entitled "Alternate Disputes Resolution" and/or "DISPUTES."

H-6 BILATERAL EXERCISE OF OPTIONS

(a) The parties to this contract, with the intent of being legally bound, agree that the exercise of options for Pentagon Wedges 3, 4 and/or 5 (CLINs 3001 - 3004, 4001 - 4004, and 5001 - 5004) shall be bilateral. The parties further agree that the contractor may decline to accept a pending option exercise by giving the Government written notice of its intent to decline not later than 365 calendar days before the Wedge 3, 4, or 5 commencement date shown in Section F of the contract (hereinafter "opt out" or "opting out"). This 365-calendar day period shall be calculated based solely on the date of Government receipt of the written notice described above.

(b) Failure to provide the notice described above shall deprive the contractor of its right to opt out of the following wedge but shall not impair its right to opt out of subsequent wedges (i.e., failure to provide written notice no later than 365 days before the commencement date in Section F for Wedge 3 will prevent, at the Government's option, the contractor from opting out of Wedge 3 but will not affect the contractor's right to timely opt out of Wedge 4).

(c) The contractor, as consideration for the right to opt out of future contract performance, further agrees as follows:

1. In the event the contractor elects to opt out of any future work contemplated by this contract, contract requirements for ongoing work, including but not limited to the

contract drawings, specifications, timeliness of performance and all other terms and conditions, shall remain wholly unchanged.

2. The contractor's election to decline option exercise shall be at no cost to the Government, either direct or indirect, and the parties expressly agree that the contractor shall not be entitled to any of the costs contemplated by the provision entitled "Termination for Convenience" FAR 52.249-2.
3. The contractor may not partially opt out of future contract performance. Option Items 3001 - 3004, 4001- 4004, and 5001 - 5004 must be accepted as written or declined in their entirety. The election to opt out of any wedge shall have the effect of opting out of all future wedges.
4. The contractor, by exercising its rights to opt out, *shall not* be eligible for award of any follow-on contract for renovation of future wedges.
5. Nothing in this provision shall affect the rights of either party under the clauses entitled "Termination for Convenience" FAR 52.249-2 or "Default (Fixed Price Construction)" FAR 52.249-10, except as specifically described above.

(d) In the event that the Contractor elects to opt out of future wedges, all design data of any nature whatsoever, produced under this contract, shall be the exclusive property of the Government.

H-7 ALTERNATE DISPUTE RESOLUTION

The parties to this contract agree that swift, inexpensive and amicable resolution of disagreements is in our mutual interest. The parties further agree that Alternate Disputes Resolution (ADR) can contribute significantly to the shared goal of resolving disagreements swiftly and efficiently. Therefore, the parties agree to the non-binding use of ADR in an effort to seek final disposition of disagreements within the timeframes set forth below:

<u>Amount in Controversy</u>	<u>Resolution Period after Receipt of Written Notice</u>
\$250K or less	Not to exceed 60 days
\$250,001K-\$1M	Not to exceed 90 days
Over \$1M	Not to exceed 120 days

The parties agree that one or more of the following ADR methods may be utilized; mediation, arbitration, mini-trial, establishment of an Executive Dispute Resolution Committee consisting of principals of the owner and the builder, establishment of a standing Dispute Resolution Board made up of impartial third parties (each party shall elect one member and the third shall be elected by the two party-designated members) at any time during contract performance. The parties further agree that the use of ADR is entirely voluntary and nothing in this provision shall affect the rights of either party under the clause entitled "Disputes," FAR 52.233-1.

H-8 ASSOCIATE CONTRACTOR AGREEMENTS AND COORDINATION RESPONSIBILITY FOR WEDGES 2 – 5

(a) Government Property. Government property on this project can be classified into three categories. The first category includes the items that are being provided by the Government directly to the Contractor. An example of an item in this category is the blast windows for the A and E Rings. The second category includes items that are procured by an Other Government Contractor (OGC) for installation or use by the Contractor. An example of an item in this category is security equipment. The third category includes items that are procured by an OGC and either installed or used by the OGC as part of the overall renovation effort. An example of an item in this category is the vertical transportation equipment. In all cases, close coordination with the OGCs and timely, effective communication with the Government is required to ensure project success.

(b) Associate Contractor Agreements. In performance of its responsibilities for the Wedges 2-5 project as described elsewhere in the contract, the Contractor shall enter into agreements with any Pentagon Renovation prime contractors and other contractors deemed appropriate to perform this contract to facilitate timely exchanges of information necessary to the performance of this contract. The agreements shall hold the Government harmless from liability for the unauthorized disclosure by the Contractor of associate contractor proprietary information.

(c) Design/Construction Coordination Responsibilities. The Government reserves the right to award contracts to OGCs for work related to the Pentagon Renovation Project (see section 4.0 of the Statement of Work). These contracts may involve additional work at or near the site of the work under this contract. The Contractor will coordinate directly with all OGCs whose work impacts the Contractor's activities (e.g., EM&CS, vertical transportation, telecommunications, security equipment, etc.). The Contractor is responsible for the successful and timely integration of necessary OGC activities with the work required by this contract. All Contractor phasing plans and schedules that affect OGC work must receive particular attention and must be coordinated with the appropriate OGCs. This planning and coordination is an integral part of the Contractor's responsibilities under this contract. The Contractor shall adapt its schedule and performance of work under this contract to accommodate the work of OGCs when necessary. The parties agree that any delay, disruption, impact caused in part or in whole by the Contractor's failure to coordinate as described herein is noncompensable and shall not result in an equitable adjustment to the contract price or schedule.

(d) Notices. The Contractor shall give timely written notice to the Contracting Officer whenever there are potential scheduling conflicts with OGCs that have not been resolved through coordination efforts. Timely written notice to the Contracting Officer is also required if the Contractor notes unscheduled occupations of space or obstructions of the work site by OGCs or the Government.

(e) Scheduling. Unless otherwise directed by the Contracting Officer, schedule analysis shall include affected OGC work.

(f) Coordination & Project Management. The parties agree that the duties of the Contractor are limited to timely, comprehensive and accurate technical coordination and the failure of an OGC to meet contract requirements for quality, fit, timeliness, etc., without the fault or contribution of the Contractor shall not, without more, be construed as a contractor-caused delay. Further, the Contractor shall be presumed, for the purposes of this provision, to have met the technical coordination requirements of this clause and paragraph (b) above entitled “Associate Contractor Agreements” if the Contractor provides the Government Notification in a timely manner that simultaneously accommodates the OGC’s manufacturing lead times and the Wedge delivery schedule described in paragraph 3.2 of the Statement of Work. Delays arising solely out of an OGC’s failure to meet their own contract performance and delivery requirements shall, if otherwise compensable under the terms of this contract, be addressed under the clause entitled “Changes” FAR 52.243-4 and H-12 entitled “Extended Overhead—Daily Rate.”

(g) Inspection of Work Performed by OGCs. If any part of the Contractor’s work is dependent upon the completion of work or activities by OGCs or the Government, the Contractor will inspect or review such work or activity in accordance with its best commercial practices. The Contractor will then promptly report in writing to the Contracting Officer any apparent defects or deficiencies that increase the cost of contract performance or prevent the Contractor from meeting contract requirements, including schedule requirements. Except for latent defects, failure to perform such an inspection, or failure to report apparent deficiencies to the Contracting Officer prior to the Contractor commencing follow-on work, shall render any resulting delay or increase in the cost of contract performance, direct or indirect, noncompensable and shall not result in an equitable adjustment to the contract price or schedule.

H-9 COMPLIANCE WITH PENTAGON REGULATIONS

The site of the work is on a Federal Reservation Complex and contractor shall observe rules and regulations issued by the Director, Washington Headquarters Service (WHS) covering general safety, security, sanitary requirements, pollution and noise control, traffic regulations and parking. The Contractor shall also comply with 32 CFR 24, Code of Conduct on the Pentagon Reservation. Information regarding requirements may be obtained by contacting the Contracting Officer, who will provide such information or assist in obtaining the same from appropriate authorities.

H-10 LIMITATION ON MARK-UPS ON CHANGE ORDERS AND CONTRACT MODIFICATIONS

(a) In the event the Government elects to direct a change order or enter into a contract modification that increases the scope of work during the course of performance of this contract, allowances for overhead and fee of higher tier subcontractors and the general Contractor shall be subject to the limitations below.

(b) Changes and modifications up to \$100,000.00 (Exclusive of Mark-ups)

- (1) No subcontractor, vendor or material man, at any level, shall apply markups in excess of 10% overhead and 10% profit on additional contract scope, added by change order or

modification, in which all, or substantially all, of the physical work is performed by a lower tier subcontractor subject to the restrictions described below.

- (2) In the event that the physical work arising out of a change order is performed by a subcontractor or vendor that is two or more levels below the general contractor, the sum of all markups for overhead and profit for all subcontractors (regardless of the number of tiers of subcontractors), and the general contractor may not exceed 25% of the price, or adjustment in price, to the lower tier subcontract under which the physical work was performed. For example, if, as a result of a change order, the contract price of a fifth tier subcontractor is increased by \$100,000.00, and the work performed by this fifth tier subcontractor constitutes all or substantially all of the work contemplated by this modification or change order, the resulting increase in the price of the prime contract shall not exceed \$125,000.00
- (3) Overhead and fee percentages, for the purposes of this provision, shall include insurance (excluding bonds), field and office supervisors and staff (including clerical), home office overhead, field overhead, security, use of small tools, and incidental job site burdens (including office equipment, trailer rental, utilities).
- (4) Bond premium adjustments and state and local taxes arising out of changes and modifications directed by the Government shall be subject to a separate allowance independent of the overhead and fee limitations described above.
- (5) The fee and overhead limitations described above shall not apply to self-performed work by any contractor at any level.
- (6) In the event that a modification or change order results in a credit(s) to the Government, the same fee and overhead restrictions shall be applied in calculating the reduction in contract price.

(c) Changes and modifications from \$100,001.00 to \$499,999.00 (Exclusive of Mark-ups)

Modify paragraphs (1) and (2) above as follows:

- (1) No subcontractor or vendor, at any level, shall apply markups in excess of 7.5% overhead and 7.5% profit on additional contract scope, added by change order or modification, in which all, or substantially all, of the physical work is performed by a lower tier subcontractor subject to the restrictions in paragraph (b) above.
- (2) In the event that the physical work arising out of a change order is performed by a subcontractor or vendor that is two or more levels below the general contractor, the sum of all markups for overhead and profit for all subcontractors (regardless of the number of tiers of subcontractors), and the general contractor may not exceed 20% of the price, or adjustment in price, to the lower tier subcontract under which the physical work was performed. For example, if, as a result of a change order, the contract price of a fifth tier subcontractor is increased by \$200,000.00, and work performed by this fifth tier subcontractor constitutes all or substantially all of the work contemplated by this

modification or change order, the resulting increase in the price of the prime contract shall not exceed \$240,000.00

(d) Changes and modifications exceeding \$500,000.00 (Exclusive of Mark-ups) Modify paragraphs (1) and (2) above as follows:

- (1) No subcontractor or vendor, at any level including the general contractor, shall apply markups in excess of 5.0% overhead and 5.0% profit on additional contract scope, added by change order or modification, in which all, or substantially all, of the physical work is performed by a lower tier subcontractor subject to the restrictions described below:
- (2) In the event that the physical work arising out of a change order is performed by a subcontractor or vendor that is two or more levels below the general contractor, the sum of all markups for overhead and profit for all subcontractors, regardless of how of the number of tiers of subcontractors, and the general contractor may not exceed 10% of the price, or adjustment in price, to the lower tier subcontract under which the physical work was performed. For example, if, as a result of a change order, the contract price of a second tier (i.e. two tiers below the general contractor) subcontractor is increased by \$600,000.00, and work performed by this second tier subcontractor constitutes all or substantially all of the work contemplated by this modification or change order, the resulting increase in the price of the prime contract shall not exceed \$660,000.00.
- (3) The 10% total markup limitation described in paragraphs d(1) and d(2a) above shall not apply shall not apply if sixty percent (60%) or more of the cost of the physical work contemplated by a change order or modification is performed by a subcontractor or vendor that is three or more levels below the General Contractor. In this event, the total markup limitation shall not exceed 15%. The limitations on the markup of individual subcontractors, vendors or the general contractor described in paragraph d (1) remains unchanged. For example, if, as a result of a change order, the contract price of a fifth tier subcontractor is increased by \$600,000.00, and work performed by this fifth tier subcontractor constitutes sixty percent or more of the work contemplated by this modification or change order, the resulting increase in the price of the prime contract shall not exceed \$690,000.00.

(e) Additional Clarification Regarding Multi-Part Changes

In the event that the physical work arising out of a change order or contract modification is performed by two or more firms, the value of the change for the purposes of this provision shall be based on the cumulative value of the physical work performed by all subcontractors and vendors. For example, if as a result of a change order or contract modification, the fourth and fifth tier subcontractors perform work with a negotiated value of eighty thousand dollars (\$80,000) and twenty five thousand dollars (\$25,000) respectively, the cumulative value of the change is one hundred five thousand dollars (\$105,000.00). Therefore, the change falls into the second category, \$100,001.00 to \$499,999.00, and the sum of all markups for overhead and profit may not exceed 20% and the resulting increase in the price of the prime contract shall not exceed one hundred twenty six thousand dollars (\$105,000 x 1.20).

H-11 DESIGN-BUILD CONTRACT--ORDER OF PRECEDENCE (FAR 52.215-8 Deviation)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the performance requirements (Section C))
- (b) Representations and other instructions
- (c) Contract clauses
- (d) Other documents, exhibits, and attachments
- (e) Specific proposals features herein incorporated by reference
 - Graphic representation of the Universal Space approach
 - Universal Space – Quantified list of items to be installed as part of core and shell
 - Universal Space – Quantified list of items to be installed as part of tenant fit-out
 - Proposed Energy Model, and subsequent software versions of the proposed model
- (f) The performance requirements (Section C)

H-12 EXTENDED OVERHEAD--DAILY RATE

In determining extended overhead costs in the event of a Government-caused compensable delay in contract performance, the following extended daily overhead rate shall be used: **[INSERT DOLLAR AMOUNT]**. The daily extended overhead rate includes the daily home office overhead applicable to this contract, the daily cost of maintaining the Contractor's field office (i.e., trailer rental or ownership costs, telephone service, office equipment, electrical service), and the cost of the Contractor's on-site management team (including clerical support). The daily extended overhead rate does not include subcontractor costs, construction equipment costs, materials or labor costs (excepting the on-site management team). The Contractor agrees that the daily overhead rate shall be the sole and exclusive basis for the pricing the general contractor's extended overhead in the event of a Government-caused compensable delay during the period of performance of this contract. The operation of this provision shall be limited to the general contractor and nothing herein shall be construed to limit, modify or expand the right of any subcontractor or vendor to extended overhead in the event of a Government-caused compensable delay.

Further, the general contractor shall submit daily extended overhead rates for both the mechanical and electrical subcontractors:

Mechanical Subcontractor:	INSERT NAME & COST PER DAY HERE
Electrical Subcontractor:	INSERT NAME & COST PER DAY HERE

The daily rates submitted shall include (and exclude) the elements of cost described in the second and third sentences of this provision. In the event of a government-caused compensable delay in subcontract performance, these daily rates shall be the sole and exclusive basis of determining extended overhead costs for the mechanical and electrical subcontractors and are in addition to extended overhead costs which may be incurred by the general contractor.

The target cost the basic wedge CLIN (CLINs 2001, 3001, 4001, and 5001 as appropriate) will be adjusted by contract modification to include approved extended overhead costs.

H-13 EXERCISE OF OPTIONS

In the event that the Contractor does not exercise their right to “opt out” as delineated in H-6 “Bilateral Exercise of Options”, the Government may unilaterally exercise the options for the design and construction, demolition, and abatement of Wedges 3, 4 and/or 5 (CLINs 3001-3004, 4001-4004, and 5001-5004) no later than 240 days prior to the All Wedge Work Complete date shown in Section F-3 for each wedge. After the 240 day threshold for unilateral exercise has expired, these options may be exercised upon mutual agreement between the Contractor and the Government.

The Government has identified optional work in addition to the options for the design and construction of Wedges 3, 4, and 5. These options, identified in Section B, may be exercised in conjunction with the design and construction of Wedges 2, 3, 4, and 5. In accordance with FAR 52.217-7, “Option for Increased Quantity – Separately Priced Line Item”, the Government is not obligated to exercise any of the options in this contract. The Government, however, reserves the right to exercise one or more of the options not covered by H-6 “Bilateral Exercise of Options” as stated below.

(a) Repair of the Exterior Walls Inside the Building Perimeter (CLINs 2005, 3005, 4005, and 5005) - The Government may unilaterally exercise the option for Repair of the Light Well for Wedge 2 no later than 60 days after Notice to Proceed (NTP). If the options for Wedges 3, 4, and/or 5 are exercised, the Government may unilaterally exercise the Repair of the Light Wells option associated with each Wedge no later than 60 days after NTP for the associated wedge. After the 60 day threshold for unilateral exercise has expired, these options may be exercised upon mutual agreement between the Contractor and the Government.

(b) Repair of the Exterior Façade Stone Joints (CLINs 2006, 3006, 4006, and 5006) - The Government may unilaterally exercise the option for Repair of the Limestone Exterior for Wedge 2 no later than 180 days after NTP. If the options for Wedges 3, 4, and/or 5 are exercised, the Government may unilaterally exercise the Repair of the Limestone Exterior option associated with each Wedge no later than 180 days after NTP for the associated wedge. After the 180 day threshold for unilateral exercise has expired, these options may be exercised upon mutual agreement between the Contractor and the Government.

(c) Environmental Management and Control System Design and Equipment (CLINs 2007, 3007, 4007, and 5007) – The Government may unilaterally exercise any of the options for EM&CS Materials and Services no later than at contract award for Wedge 2, and at the option exercise for Wedges 3, 4, and/or 5. After these time periods, these options may be exercised upon mutual agreement between the Contractor and the Government.

(d) Finish Upgrades (CLINs 2008 - 2012, 3008 - 3012, 4008 – 4012, and 5008 - 5012) and Conversion of “SCIFable” Space to SCIF (CLINs 2013, 3013, 4013, and 5013) – The Government may unilaterally exercise any of the options for Finish Upgrades and or SCIF

Conversion for Wedge 2 no later than 180 days after NTP. If the options for Wedges 3, 4, and/or 5 are exercised, the Government may unilaterally exercise the Finish Upgrades and SCIF Conversion options associated with each Wedge no later than 180 days after NTP for the associated wedge. After the 180 day threshold for unilateral exercise has expired, these options may be exercised upon mutual agreement between the Contractor and the Government.

(e) Other Options (Unsuitable Soils, Contaminated Soils) will be exercised as required.

H-14 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the contract clause entitled "Default: (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions shall be satisfied:

- (1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
- (2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

Schedule. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule shall reflect the following anticipated adverse weather delays in weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON FIVE (5) DAY WORKWEEK

{PRI VAT E }Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
4	5	6	7	6	6	6	5	2	5	4	3

Procedure. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated above, the

Contracting Officer will convert qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)" (FAR 52.249-10).

H-15 MATERIAL AND WORKMANSHIP (FAR 52.236-5-Deviation)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the design criteria to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, articles, or process that, in the judgment of the Contracting Officer, is equal to that named in the design criteria, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work if there is any deviation from the equipment or machinery specified in the approved design. When requesting approval to deviate, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical or other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles that the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) The parties to this contract agree that the Pentagon is a single building and maintaining visual continuity and consistency of appearance throughout the public areas of the facility is a goal of this project. For the purposes of this provision the language set forth above "is equal to that named in the design criteria" specifically includes appearance as an element of equivalence. All architectural finishes in public circulation areas (including but not limited to flooring, paint, millwork, ceiling tile, etc.) incorporated into Wedges Two through Five under this contract shall be visually indistinguishable from the same item utilized in Wedge One. Visually indistinguishable is jointly understood to mean that the item, when viewed immediately adjacent to the same finish used in Wedge One, under the lighting conditions described elsewhere in this contract, from a distance of six feet or greater, is visually identical to the Wedge One item.

H-16 REQUIRED INSURANCE

(a) Pursuant to the contract clause entitled "Insurance-Work on a Government Installation," FAR 52.228-5, the Contractor shall procure and maintain during the entire period of its performance under this contract, as a minimum, the following insurance:

Type	Amount
Comprehensive General Liability	\$500,000 per occurrence
Bodily injury or death	
Motor Vehicle Liability (for each motor vehicle):	\$200,000 per person
Bodily injury or death	\$500,000 per occurrence
Property Damage	\$ 20,000 per occurrence
Workers' Compensation and Employer's Liability	\$100,000 per person*

*Workers' Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

H-17 SOIL DISPOSITION

(a) "Contaminated Soil" means any soil or other landfill material excavated by the Contractor that is discovered to contain substances deemed hazardous substances by the Resource Conservation Recovery Act (RCRA) and/or current laws of the United States and the Commonwealth of Virginia, or current EPA regulations.

(b) "Unsuitable soil" means soft, loose rubble, debris, or organic bearing materials.

(c) It is the Contractor's responsibility to use ordinary and reasonable care, in accordance with generally accepted and customary trade practices, in ascertaining whether any materials excavated constitutes contaminated soil.

(d) Any excavated material that is deemed to be contaminated shall be treated as such, and shall be disposed of by the Contractor in accordance with any and all applicable federal, state, and

local regulations. In addition, the Contractor agrees to defend and indemnify the Government against any claim, contractual or tort, alleging injury or damage due to mishandling by the Contractor of contaminated waste.

H-18 KEY PERSONNEL

(a) The Contractor shall notify the Contracting Officer prior to making any changes in personnel assigned to key positions. The key positions are defined as:

1. TBD
2. TBD
3. TBD
4. TBD
5. TBD
6. TBD
7. TBD

(b) During the first one hundred eighty (180) calendar days of performance, the Contractor shall make no substitutions of key personnel unless illness, death, or termination of employment necessitates the substitution. The Contractor shall notify the Contracting Officer as soon as possible after the occurrence of any of these events and provide the information required below. After the initial one hundred eighty (180) calendar day period, the Contractor may propose substitutions. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contractor shall, prior to making any substitution permanent, demonstrate to the satisfaction of the Contracting Officer that the qualifications of the proposed substitute personnel are equal to or better than the qualifications of the personnel originally identified for the position. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on proposed substitutions.

H-19 SPECIAL CONSIDERATIONS FOR DEMOLITION AND ABATEMENT

(a) During demolition, undocumented secondary distribution of plumbing, electrical power, or HVAC may be encountered that crosses the construction barrier into occupied spaces. If the Government determines that temporary MEP work is required to maintain the utility, the Government will either issue a change order to this contract for the temporary MEP work, or will accomplish the work outside this contract. Should the Government decide to have the Contractor perform the temporary MEP work, the Government will negotiate a change to CLIN 2002, 3002, 4002, or 5002 as appropriate.

(b) The target costs for CLINs 2003, 2016, 3003, 4003, and 5003 are initially based on the quantities of lead based paint, asbestos containing material (ACM), and other hazardous materials generated and disposed of in Wedge 1, as shown in Attachment 7 to this contract. The Government recognizes that while the experience from Wedge 1 is the best indicator available, a more precise identification of the quantities of hazardous materials located in the remaining

wedges cannot be made. The ACM constituted the vast majority of the hazardous material that was removed and disposed of from Wedge 1. A parametric estimation of the ACM associated with Wedges 2, 3, 4 and 5, based on the area of each wedge and the quantity of ACM for wedge 1 will be utilized as the basis for adjusting the target costs of the aforementioned CLINs.

Wedge	Estimated ACM Quantity (Tons)
Wedge 2	14,309
Phase 2*	3,863
Wedge 3	14,300
Wedge 4	13,929
Wedge 5	14,400

* Applicable to CLIN 2016 only

(c) The Government will adjust the target cost for CLINs 2003, 2016, 3003, 4003, and/or 5003 if the quantity of ACM actually removed and disposed of in that wedge exceeds the estimated ACM quantity by 5% or more. The following rate per ton of ACM removed will be used: [INSERT RATE: \$XX.XX per ton]. The adjustment will be calculated by applying this rate to the quantity of ACM disposed of, as verified by manifested documentation, which exceeds the estimated ACM quantity. The adjustment will be calculated and applied after all abatement activity has been completed for that wedge.

(d) In the event that the amount of ACM removed and disposed from a wedge is less than the estimated amount, any monetary savings realized will be combined with any savings or overruns from the other fixed price incentive CLINs associated with that wedge and adjudicated in accordance with the sharing provisions of FAR 52.216-16 contained in Section I.

(e) Based on the actual experience with abatement in Wedge 2, and in accordance with the provisions outlined above, either the Government or the Contractor may request an adjustment to the estimated ACM quantities and the target cost for the abatement CLIN(s) for Wedges 3, 4, and/or 5.

H-20 ADDITIONAL CLARIFICATIONS REGARDING EXERCISE OF WEDGE OPTIONS

In the event that either the Contractor elects to opt out at the conclusion of Wedge 2, or the Government decides NOT to exercise the options for Wedge 3, the Government may unilaterally exercise of CLINs 2014, 2015, and 2016 for the continuation of project activities for the area described in Phase 2 of the Tenant Transition Plan in SOW 7.2.4.5 through 7.2.4.5.8, and as shown on the Tenant Transition Plan Phase 2 drawing 2 of 6. The interior gross area of this area, hereafter referred to as the Phase 2 area, is 25,836 square meters. Upon exercise of these options, the Contractor shall expand their Wedge 2 activities to include the Phase 2 area of the Pentagon. The Wedge 2 award fee CLIN will be modified to include the award fee associated with CLINs 2014, 2015, and 2016.

The Phase 2 option CLINs will not be exercised if the option CLINs for Wedge 3 are exercised.

SECTION I Contract Clauses**I-1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil>

a. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	TITLE	DATE
52.202-1	Definitions (OCT 1995) – Alternate I	APR 1984
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitations on Payments to Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records -- Negotiation	JUN 1999
52.215-11	Price Reduction for Defective Cost or Pricing Data -- Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data -- Modifications	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data -- Modifications	OCT 1997
52.217-7	Option for Increased Quantity – Separately Priced Line Item (<i>Insert, "the timeframes specified in Section H, clauses H-6 & H-13"</i>)	MAR 1989
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan (OCT 2000) – Alternate II	OCT 2000
52.219-16	Liquidated Damages – Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting	OCT 1999
52.222-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988

CLAUSE NO.	TITLE	DATE
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination - Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations	FEB 1988
52.222-14	Disputes Regarding Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1998
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction <i>(Under paragraph (b), the Goal for Minority Participation in Each Trade is <u>28%</u> and the Goal for Female Participation in Each Trade is <u>6.9%</u>)</i>	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action for Workers With Disabilities	JUN 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	JAN 1999
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	JAN 1997
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Practices	JUL 2000
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity – Construction Contracts	APR 1984
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance – Work on a Government Installation	JAN 1997
52.228-11	Pledges of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds -- Construction	JUL 2000
52.229-3	Federal, State, and Local Taxes	JAN 1991
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-17	Interest	JUN 1996
52.232-23	Assignment of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	JUN 1997
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration	MAY 1999

CLAUSE NO.	TITLE	DATE
52.233-1	Disputes (DEC 1998) – Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.236-1	Performance of Work by the Contractor <i>Insert “zero (0)”</i>	APR 1984
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention (NOV 1991) – Alternate I	NOV 1991
52.236-14	Availability and Use of Services	APR 1984
52.236-21	Specifications and Drawings for Construction (FEB 1997) – Alternate I	APR 1984
52.236-23	Responsibility of the Architect-Engineer Contractor	APR 1984
52.236-24	Work Oversight in Architect-Engineer Contracts	APR 1984
52.236-25	Requirement for Registration of Designers	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	OCT 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-1	Changes – Fixed Price (AUG 1987) – Alternate III <i>(Applies to design work only)</i>	APR 1984
52.243-4	Changes	AUG 1987
52.243-6	Change Order Accounting	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	DEC 1989
52.246-21	Warranty of Construction <i>Replace paragraph b with the following: “This warranty shall continue for a period of 1 year from the date upon which the milestone “All Wedge Work Complete” is met’.”</i>	MAR 1994
52.249-2	Termination for Convenience of the Government (Fixed Price) (SEP 1996) – Alternate 1	SEP 1996
52.249-10	Default (Fixed Price Construction)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

**b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION
SUPPLEMENT (48 CFR CHAPTER 2)**

CLAUSE NO.	TITLE	DATE
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.203-7002	Display of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure of Information	DEC 1991
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.205-7000	Provisions of Information to Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors subject to On-Site Inspection Under the Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms that are Owned or Controlled by the Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	APR 1993
252.225-7012	Preference for Certain Domestic Commodities	AUG 2000
252.225-7031	Secondary Arab Boycott of Israel	JUN 1992
252.227-7013	Rights in Technical Data – Noncommercial Items	NOV 1995
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.231-7000	Supplemental Cost Principles	DEC 1991
252.236-7000	Modification Proposals – Price Breakdown	DEC 1991
252.242-7004	Material Management and Accounting System	DEC 2000
252.243-7001	Pricing of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustments	MAR 1998
252.245-7001	Reports of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification of Transportation of Supplies by Sea	MAR 2000

I-2 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**I-3 FAR 52.216-16 INCENTIVE PRICE REVISION -- FIRM TARGET (OCT 1997)
Alternate I (APR 1984) (Deviation)**

(a) *General.* The supplies or services identified in the Schedule as Items 2001, 2002, and 2003 are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price of (120% of Items 2001-2003) _____ dollars (\$ _____) (*to be inserted upon contract award*). Any supplies or services that are to be

(1) ordered separately under, or otherwise added to, this contract and

(2) subject to price revision in accordance with the terms of this clause shall be identified as such in a modification to this contract.

(b) *Definition.* "Costs," as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) *Data submission.*

(1) Within 120 days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) of this clause, the Contractor shall submit in the format of Table 15-2, FAR 15.408, or in any other form on which the parties agree --

(i) A detailed statement of all costs incurred up to the end of that month in performing all work under the items;

(ii) An estimate of costs of further performance, if any, that may be necessary to complete performance of all work under the items;

(iii) A list of all residual inventory and an estimate of its value; and

(iv) Any other relevant data that the Contracting Officer may reasonably require.

(2) If the Contractor fails to submit the data required by subparagraph (c)(1) of this clause within the time specified and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(d) *Price revision.* Upon the Contracting Officer's receipt of the data required by paragraph (c) of this clause, the Contracting Officer and the Contractor shall promptly establish the total final price of the items specified in (a) of this clause by applying to final negotiated cost an adjustment for profit or loss, as follows:

(1) On the basis of the information required by paragraph (c) of this clause, together with any other pertinent information, the parties shall negotiate the total final cost incurred or to be incurred for supplies delivered (or services performed) and accepted by the Government and which are subject to price revision under this clause.

(2) The total final price shall be established by applying to the total final negotiated cost an adjustment for profit or loss, as follows:

(i) If the total final negotiated cost is equal to the total target cost, the adjustment is the total target profit.

(ii) If the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less fifty (50%) percent of the amount by which the total final negotiated cost exceeds the total target cost.

(iii) If the final negotiated cost is less than the total target cost, the adjustment is the total target profit plus thirty (30%) percent of the amount by which the total final negotiated cost is less than the total target cost.

(e) *Contract modification.* The total final price of the items specified in paragraph (a) of this clause shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer. This price shall not be subject to revision, notwithstanding any changes in the cost of performing the contract, except to the extent that --

(1) The parties may agree in writing, before the determination of total final price, to exclude specific elements of cost from this price and to a procedure for subsequent disposition of those elements; and

(2) Adjustments or credits are explicitly permitted or required by this or any other clause in this contract.

(f) *Adjusting billing prices.*

See payment method delineated in H-4 "Payment Method".

(g) *Quarterly limitation on payments statement.* This paragraph (g) shall apply until final price revision under this contract has been completed.

(1) Within 45 days after the end of each quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing --

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total target profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (g)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established -- increased or decreased in accordance with subparagraph (d)(2) of this clause, when the amount stated under subdivision (g)(1)(ii) of this clause differs from the aggregate target costs of the supplies or services; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (g)(1)(iv) of this clause exceeds the sum due the Contractor, as computed in accordance with subdivisions (g)(1)(i), (ii), and (iii) of this clause, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(h) *Subcontracts*. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.

(i) *Disagreements*. If the Contractor and the Contracting Officer fail to agree upon the total final price within 60 days (or within such other period as the Contracting Officer may specify) after the date on which the data required by paragraph (c) of this clause are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause.

(j) *Termination*. If this contract is terminated before the total final price is established, prices of supplies or services subject to price revision shall be established in accordance with this clause for

(1) completed supplies and services accepted by the Government and

(2) those supplies and services not terminated under a partial termination.

All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(k) *Equitable adjustment under other clauses*. If an equitable adjustment in the contract price is made under any other clause of this contract before the total final price is established, the adjustment shall be made in the total target cost and may be made in the maximum dollar limit on the total final price, the total target profit, or both. If the adjustment is made after the total final price is established, only the total final price shall be adjusted.

(l) *Exclusion from target price and total final price.* If any clause of this contract provides that the contract price does not or will not include an amount for a specific purpose, then neither any target price nor the total final price includes or will include any amount for that purpose.

(m) *Separate reimbursement.* If any clause of this contract expressly provides that the cost of performance of an obligation shall be at Government expense, that expense shall not be included in any target price or in the total final price, but shall be reimbursed separately.

(n) *Taxes.* As used in the Federal, State, and Local Taxes clause or in any other clause that provides for certain taxes or duties to be included in, or excluded from, the contract price, the term "contract price" includes the total target price or, if it has been established, the total final price. When any of these clauses requires that the contract price be increased or decreased as a result of changes in the obligation of the Contractor to pay or bear the burden of certain taxes or duties, the increase or decrease shall be made in the total target price or, if it has been established, in the total final price, so that it will not affect the Contractor's profit or loss on this contract.

(o) *Provisioning and options.* Parts, other supplies, or services that are to be furnished under this contract on the basis of a provisioning document or Government option shall be subject to price revision in accordance with this clause. Any prices established for these parts, other supplies, or services under a provisioning document or Government option shall be treated as target prices. Target cost and profit covering these parts, other supplies, or services may be established separately, in the aggregate, or in any combination, as the parties may agree.

I-4 FAR 52.225-11 Buy American Act--Balance of Payments Program--Construction Materials Under Trade Agreements (Feb 2000)

(a) *Definitions.* As used in this clause--

"Component" means any article, material, or supply incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1)

of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Designated country" means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark, Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan, Kiribati, Korea-Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda, Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

"Designated country construction material" means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

"Domestic construction material" means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"North American Free Trade Agreement country" means Canada or Mexico.

"North American Free Trade Agreement country construction material" means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Construction materials.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act and Balance of Payments Program restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: NONE.

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;
- (ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate

consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

{PRIVATE}Construction material description	Unit of measure	Quantity	Price (dollars) *
Item 1			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

(End of clause)

SECTION J List of Documents, Exhibits and Other Attachments

[Exhibit A Contract Data Requirements List \(CDRL\)](#), **List of Deliverables only**

[Attachment 1 Section C](#), **Public Release Version**

[Attachment 2 Draft Award Fee Plan](#), **Public Release Version**

Attachment 3 Wage Rates, **Not Included**

Attachment 4 Space Type Cost Data, 5 pages, **Not Included (Offeror Completed)**

Attachment 5 Government Furnished Property List, **Not Included**

Attachment 6 Integrated Project Plan, **Not Included (Offeror Created)**

[Attachment 7 Wedge 1 HAZMAT Data](#), **Included**

Attachment 8 Small Business Subcontracting Plan, **Not Included (Offeror Created)**

SECTION K Representations, Certifications and Other Statements of Offerors**Table of Contents**

<u>CLAUSE</u>	<u>TITLE</u>
K-1	FAR 52.252-1 – Solicitation Provisions Incorporated by Reference (FEB 1998)
K-2	FAR 52.203-2 -- Certificate of Independent Price Determination (APR 1985)
K-3	FAR 52.204-3 – Taxpayer Identification (OCT 1998)
K-4	FAR 52.204-5 – Women-Owned Business Other Than Small Business (MAY 1999)
K-5	FAR 52.204-6 –Data Universal Numbering System (DUNS) Number (JUN 1999)
K-6	FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (MAR 1996)
K-7	FAR 52.215-6 Place of Performance (OCT 1997)
K-8	FAR 52.219-1 Small Business Program Representations (OCT 2000)
K-9	FAR 52.222-22 Previous Contracts and Compliance Reports (FEB 1999)
K-10	FAR 52.223-13 Certification of Toxic Chemical Release Reporting (OCT 2000)
K-11	FAR 52.230-1 Cost Accounting Standards Notices and Certification (JUN 2000)
K-12	DFARS 252.209-7002 Disclosure of Ownership or Control by a Foreign Government (SEP 1994)
K-13	DFARS 252.247-7022 Representation of Extent of Transportation by Sea (AUG 1992)
K-14	Paying Office
K-15	Identification of Team Members and Subcontractors with Subcontract Values Greater than \$5M per Wedge
K-16	Points of Contact

K-1 52.252-1 -- Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil>

a. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	TITLE	DATE
52.203-11	Certification and Disclosure Regarding Payment to Influence Federal Transactions	APR 1991
52.223-4	Recovered Material Certification	OCT 1997
52.236-28	Preparation of Proposals -- Construction	OCT 1997

b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 2)

CLAUSE NO.	TITLE	DATE
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7003	Compliance with Veteran's Employment Reporting Requirements	MAR 1998
252.225-7031	Secondary Arab Boycott of Israel	JUN 1992

K-2 52.203-2 -- Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

- * TIN:_____.
- * TIN has been applied for.
- * TIN is not required because:
 - * Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - * Offeror is an agency or instrumentality of a foreign government;
 - * Offeror is an agency or instrumentality of a Federal Government;
 - * Other. State basis._____

(e) *Type of organization.*

- * Sole proprietorship:
- * Partnership:
- * Corporate entity (not tax-exempt):
- * Corporate entity (tax-exempt):
- * Government entity (Federal, State, or local);
- * Foreign government;
- * International organization per 26 CFR 1.6049-4;
- * Other _____.

(f) *Common Parent.*

- * Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- * Name and TIN of common parent:
 - Name _____
 - TIN _____

K-4 52.204-5 Women-Owned Business Other Than Small Business (May 1999)

(a) *Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation. The offeror represents that it [] is a women-owned business concern.

K-5 52.204-6 Data Universal Numbering System (DUNS) Number (Jun 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/ key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservices@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

K-6 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision

(a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K-7 52.15-6 Place of Performance (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance Name and Address of Owner
(Street Address, City, and Operator of the Plant)

State, County, Zip Code) or Facility if Other than
Offeror or Respondent

K-8 52.219-1 Small Business Program Representations (OCT 2000)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 233320 (Commercial and Institutional Building Construction).

(2) The small business size standard is \$27.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that is [] is, [] is not a service-disabled veteran-owned small business concern.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K-9 52.222-22 Previous Contracts and Compliance Reports (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K-10 52.223-13 Certification of Toxic Chemical Release Reporting (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106),

the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K-11 52.230-1 Cost Accounting Standards Notices and Certification (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper,

approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

- (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and
- (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

K-12 252.209-7002 Disclosure of Ownership or Control by a Foreign Government (SEP 1994)

(a) Definitions. As used in this provision-

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"-

(i) Means-

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that

organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means-

- (i) Top Secret information;
- (ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);
- (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
- (iv) Special Access Program (SAP) information; or
- (v) Sensitive Compartmented Information (SCI).

(b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) *Disclosure.* The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

{PRIVATE}

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
--	---

K-13 252.247-7022 Representation of Extent of Transportation by Sea (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) *Representation.* The Offeror represents that it-

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting

contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

K-14 Paying Office

Identify below the name and address of the Government office normally responsible for payment of invoices for your company.

K-15 Identification of Team Members and Subcontractors with Subcontract Values Greater than \$5M per Wedge

Attach a continuation sheet with the following information for each team member and for each subcontractor with a subcontract value greater than \$5M per wedge.

Company Name

Company Address, including zip code

\$ Value for this Team Member or Subcontractor (Round to the nearest \$100K)

K-16 Points of Contact

Identify the name, mailing address, phone and fax numbers, and email address of the person(s) who will be responsible for contract administration.

SECTION L Instructions, Conditions and Notices to Bidders**L-1 52.252-1 -- Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil>

a. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	TITLE	DATE
52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-1	Instructions to Offerors – Competitive Acquisition (FEB 2000) – Alternate I	OCT 1997
52.215-16	Facilities Capital Cost of Money	OCT 1997
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.225-12	Notice of Buy American Act - Construction Materials Under Trade Agreements (FEB 2000) – Alternate I	FEB 2000
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
52.236-28	Preparation of Proposals – Construction	OCT 1997

b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 2)

CLAUSE NO.	TITLE	DATE
252.204-7004	Required Central Contractor Registration	MAR 2000

L-2 FAR 52.216-1 -- Type of Contract (Apr 1984)

The Government contemplates award of a design-build, fixed price, incentive (firm target) contract with an award fee resulting from this solicitation.

L-3 FAR 52.233-2 -- Service of Protest (Aug 1996)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer
Pentagon Renovation Office
100 Boundary Channel Drive
Arlington, VA 22202

The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-4 Special Notices to Offerors

a. This competition is limited to Hensel Phelps, Pentagon Design Build, Inc., and Team One, who were selected during Phase I of this source selection for participation in Phase II.

b. Failure to submit any of the information requested by this solicitation may be cause for unfavorable consideration.

c. The Government will pay a \$100,000 stipend for the development of the Phase II proposal to each of the three offerors selected in Phase I who submits proposals that comply with the instructions of this RFP. The stipend will be paid after contract award is made. Any additional costs incurred in anticipation of a contract shall be at the offeror's risk.

d. The successful offeror will be required to obtain performance and payment bonds. Offerors shall demonstrate their ability to obtain performance and payment bonds as part of their proposal. Since the project will proceed on a wedge by wedge basis, the contract awardee shall be required to performance and payment bonding only for the wedge in progress.

e. Offerors are advised that the Government will utilize [various Government contractors] to assist during the source selection. The exclusive responsibility for source selection will reside with the Government. Proprietary information submitted in response to this solicitation will be protected from unauthorized disclosure as required by Subsection 27 of the Office of Procurement Policy Act as amended (41 U.S.C. 423) (hereinafter referred to as "the Act") as implemented in the FAR. These companies are bound contractually by Organizational Conflict of Interest and disclosure clauses with respect to proprietary information. Contractor personnel assisting in the proposal evaluation are procurement officials within the meaning of the Act, and will take all necessary action to preclude unauthorized use or disclosure of a competing Contractor's proprietary data.

f. Upon receipt, all proposals become Government property. After contract award, the unsuccessful offerors will be required to return to the Government all information, data, drawings, specifications, etc., provided to the offerors by the Government.

g. An Ombudsman has been established for the Wedges 2-5 procurement. The role of the Ombudsman is to provide contractors and other interested parties a conduit to address issues of impropriety on the part of Government officials. Offerors may contact the Wedges 2-5 Ombudsman directly at the number below.

The Ombudsman for the Wedges 2-5 procurement is:

Deputy Program Manager
Pentagon Renovation Program
Contact: phone # or email

L-5 Non-Releasability of RFP Documents

The documents contained in the RFP are not releasable to the public. All copies, including those made by the offerors, made of the RFP documents must be returned to the Government at the conclusion of the source selection.

L-6 Confidential Information

The Freedom of Information Act (FOIA) and its amendments have resulted in an increasing number of requests from outside the Government for copies of contract qualifications and proposals submitted to federal agencies. If an offeror's submissions contain information that he/she believes should be withheld from such requestors under FOIA on the grounds that they contain "trade secrets and commercial or financial information" [5 USC§552(b)(4)], the offeror should mark its submissions in the following manner:

- The following notice should be placed on the title page: "Some parts of this document, as identified on individual pages, are considered by the submitter to be privileged or confidential trade secrets or commercial or financial information not subject to mandatory disclosure under the Freedom of Information Act. Material considered privileged or confidential on such grounds is contained on page(s) _____".

Each individual item considered privileged or confidential under FOIA should be marked with the following notice: "The data or information is considered confidential or privileged, and is not subject to mandatory disclosure under the Freedom of Information Act".

L-7 Proposal Preparation Instructions

L-7.1 General Instructions

a. Proposals must be clear, coherent, and prepared in sufficient detail for effective evaluation. Proposals must clearly demonstrate how the Offeror intends to accomplish the project and must include convincing rationale and substantiation of all claims.

b. All correspondence in conjunction with this solicitation should be directed to the Government's Point of Contact (POC) identified below:

Contracts Specialist
Phone:
Fax:
E-mail:

c. Proposals, in the quantities specified, shall be received at 100 Boundary Channel Drive, Arlington, VA 22202, by the Government's POC identified in Section L-7.1.b, by 2:30 p.m., Monday, March 19, 2001. The Offeror's Cost Proposal may be submitted no later than 2:30 p.m., Monday, March 26, 2001. The Government POC will provide a receipt showing the time and date of delivery. Late submissions will not be accepted.

L-7.2 Proposal Format and Content

L-7.2.1 Written Submission

a. Number of Copies/ Page Limitations

Volume	Chapter/ Title	Specific Instructions	Copies	Page Limits
I	Chapter 1 – Phasing Approach	L-7.3.1.1	10	Preliminary Phasing Concept & Approach – 5 pages (11"x17") Element Description – 4 pages O-1 & C-1 Space Transition – 4 pages Efficiency/ Continuity Discussion – 2 pages
I	Chapter 2 – Integrated Sustainable Design	L-7.3.1.2	10	Design Narrative/Life Cycle Cost Analysis/ Energy Model Discussion – 10 pages Energy Model Inputs & Outputs – No page limit
I	Chapter 3 – Universal Space and Design Flexibility	L-7.3.1.3	10	Conceptual Plans – 24 pages (11"x17") Core & Shell List – 2 pages per scenario
I	Chapter 4 – Customer Relations and Insight	L-7.3.1.5	10	Design Review SOW input – No page limit Project Controls SOW input – No page limit
I	Chapter 5 – Socio-Economic Goals	L-7.3.1.6	10	Small Business Subcontracting Plan – Sufficient to comply with FAR 19.704 Summary Subcontract Experience List - 1 page SF-294 & SF-295 – 1 of each form for each project listed
I	Chapter 6 – Integrated Project Schedule	L-7.3.1.7	10	No page limit
I	Chapter 7 – Integrated Project Plan	L-7.3.1.8	10	IPP – 10 page limit (11"x17" paper may be used)
II	Chapter 1 – Key Personnel	L-7.3.2.1	10	Project List – 5 pages
II	Chapter 2 – Critical Subcontractors	L-7.3.2.2		Project List – No page limit Relevant Project Summaries - 1 page per project - 7 pages per subcontractor
III	Cost	L-7.3.3	10	No page limit

Volume	Chapter/ Title	Specific Instructions	Copies	Page Limits
IV	Contract Information	L-7.3.4	10	No page limit
V	Preliminary Oral Presentation Material	L-7.2.2e	10	Include preliminary presentation material for the topics identified in L-7.2.2.c

b. Text - Text shall be at least one-and-one-half-spaced, on 8 1/2 x 11 inch paper (except as specifically noted), with a minimum one inch margin all around. Pages shall be numbered consecutively. A page printed on both sides shall be counted as two pages. Submission as double-sided printing/copying on recycled paper is encouraged. No foldout pages shall be used. Pages submitted in excess of the page limitations stated throughout this document will not be evaluated.

c. Font Size - Print shall be of a minimum 12-point font size or a maximum 10 characters per inch (10-pitch, pica) spacing. Bolding, underlining, and italics may be used to identify topic demarcations or points of emphasis. Graphic presentations, including tables, while not subject to the same font size and spacing requirements, shall have spacing and text that is easily readable.

d. Binding and Labeling- Originals should be submitted unbound. The number of copies shown in the table above should be submitted in economical, three-ring binders. A cover sheet shall be inserted in each binder, clearly marked as to the volume title, copy number, RFP identification, date of submittal, and the Offeror's name. The cover sheet shall not count against any page limitation.

e. Cost and Pricing Data – Cost or pricing information shall only appear in the Cost Volume.

L-7.2.2 Oral Presentation

a. Time Limit - The Offeror's oral presentation shall not exceed four (4) hours. The Contracting Officer reserves the right to terminate the presentation if it overruns the four (4) hour limit. During the presentation, the Source Selection Evaluation Board (SSEB) members will not interrupt the offeror to ask questions (except to request the repetition of inaudible words or statements or the explanation of terms that are unknown to them) or otherwise engage the offeror in any dialogue. A question and answer period will follow and may cover the entire proposal. These questions will not constitute "discussions" as defined in FAR 15.306.

b. Offeror Attendees - A maximum of nine (9) presenters will be allowed into the presentation room at any one time. These nine presenters must include the key personnel identified in response to L-7.3.2.1.

c. Topics - The offeror's oral presentation will address the following:

Topic	Applicable Sub-Factor	Specific Instructions
Phasing Approach Trade-offs	Phasing Approach	L-7.3.1.1
Overview of Phasing for O-1 and C-1 Space Types	Phasing Approach	L-7.3.1.1
Overview of Integrated Sustainable Design Approach	Integrated Sustainable Design	L-7.3.1.2
Overview of Universal Space Planning Concept	Universal Space & Design	L-7.3.1.3
Organizational Structure Discussion	Resource Management	L-7.3.1.4
Resources Discussion	Resource Management	L-7.3.1.4
Design Process Overview	Customer Relations and Insight	L-7.3.1.5
Project Control System Overview	Customer Relations and Insight	L-7.3.1.5

d. Presentation Media - Offerors are free to structure their oral presentations using 8-1/2" x 11" vu-graphs (slides, transparencies) or computer-generated media. If the Offeror chooses to utilize an electronic projection, they must provide their own equipment. An overhead projector will be available at the oral presentation site. The number of vu-graphs (or other media) should be reasonable for the stated time limits for presentation. Use of these visual aids is at the offeror's discretion.

e. Paper and Electronic Copies – The Offeror shall submit a preliminary version of their planned Oral Presentation materials as part of their written submission. Ten (10) printed color copies of the final presentation shall be provided to the Government when the Offeror begins their presentation. The Offeror shall also provide an electronic copy of the final presentation.

f. Recording the Presentation - The Oral Presentation will be videotaped by the Government, be available to the SSEB for their review during the source selection, and be maintained as part of the source selection record.

g. Scheduling - The Oral Presentation will be scheduled as soon as practicable after proposal receipt, as arranged with the offerors by the Contracting Officer. The Government reserves the right to reschedule presentations at the sole discretion of the Contracting Officer.

h. Location - The Oral Presentation site will be arranged "conference style" with an overhead projector and screen provided. The location will be Rosslyn Plaza North Building, 1777 North Kent Street, Arlington, VA 22202, or other announced location..

A visit to the presentation room may be arranged when the Contracting Officer schedules each Offeror's time for their oral presentation.

The Government reserves the right to change the Oral Presentation site at the sole discretion of the Contracting Officer.

L-7.2.3 Electronic Submission

In addition to the paper copies identified above, the offeror shall submit all proposal information in electronic format (3.5" PC based high-density diskette(s) or CD). Text and

graphics portions of the electronic copies shall be in a format readable by Microsoft (MS) Office 97, MS Word 97. Data submitted in spreadsheet format shall be readable by MS Office 97, MS Excel 97. Preliminary and final oral presentation material shall be readable by MS Office 97, MS PowerPoint 97. In case of conflict between the paper copy and the electronic copy of the proposals submitted, the paper copy shall take precedence.

L-7.3 Submission Requirements

L-7.3.1 Technical/ Management Approach

L-7.3.1.1 Phasing Approach

The Offeror shall submit their preliminary phasing plan, describing any activities not fully described in the Integrated Project Schedule and the Integrated Project Plan, for Wedge 2, and for transition from Wedge 2 to Wedge 3. This preliminary plan includes the Offeror's conceptual timeline showing durations, sequencing and relationship of phases. The preliminary phasing concept and approach shall be submitted on 11" x 17" paper, not to exceed 5 single sided pages.

The Offeror shall also include a narrative description of major elements included within each phase. (Page limit – 4 pages)

The Offeror shall discuss their approach to trade-offs (risks and benefits) of the proposed phasing approach, and provide a clearly identified rationale for the proposed sequencing of work/phasing including identification of any benefits to the Government and any benefits for future operations and maintenance of the building systems. This discussion shall be delivered as part of the Offeror's oral presentation.

The Offeror shall specifically address their phasing plans for the duration of senior executives occupying unrenovated space adjacent to construction activities in Wedges 2 and 3, timing of occupancy (within Wedges 2 and 3) of ST-1 and ST-2 spaces, duration between occupancy of Wedge 2 ST-2 spaces and contiguous Wedge 3 ST-2 space (Page Limit - 4 pages). The Offeror shall also provide an overview of their plans for phasing of ST-1 and ST-2 spaces as part of their Oral presentation.

The Offeror shall specifically address how their phasing plan will maintain the efficiency/continuity of their work force during Wedge 2 and the transition from Wedge 2 to Wedge 3, and how their phasing plan will result in the Offeror meeting or improving on the Government schedule. (Page Limit – 2 pages)

L-7.3.1.2 Integrated Sustainable Design

The Offeror shall provide an overview of their integrated sustainable design approach and the trade-off process to be used to achieve the Pentagon's sustainable design goals. This overview shall be part of the Offeror's oral presentation.

The Offeror shall complete the Pentagon Energy Reporting Form (Section L, Attachment L-9) for Wedge 2. The Offeror shall provide a design narrative appropriate for the concept design. The Offeror shall provide a Life Cycle Cost Analysis discussion on their concept and approach and how the analysis shall be applied to this project. The Offeror shall provide a discussion of the proposed Energy model, to include the methodology and assumptions. The Offeror shall provide a discussion of their Measurement and Verification (M&V) concept and approach. A copy of all inputs and outputs for any software modeling shall be included with the proposal. The inputs and outputs do not count against the page limit. (Page Limit – 10 pages)

L-7.3.1.3 Universal Space and Design Flexibility

The Offeror shall submit a graphic representation of their Universal Space planning concept to provide flexibility in implementation of tenant fit out design requirements without extensive reconfigurations to the mechanical, lighting, electrical, plumbing, ceiling, or life safety systems or components. For the purposes of evaluation, these conceptual plans shall address the following space types: Space types ST-1, ST-2, ST-3, etc. The concept plans shall not exceed 24 single-sided pages. 11" x 17" paper may be used. In addition to the written submission, the Offeror shall provide an overview of their Universal Space planning concept for these space types as part of the Offeror's oral presentation.

The Offeror shall present a graphic representation of space layouts in a section of a typical wedge of approximately 10,000 square feet. The area to be planned will be between a typical radial corridor and the proposed barrier wall, on the third floor. The layout shall show the major utility spaces and utility distribution runs in relationship to the radial corridor and tenant areas, based on the Offeror's proposed utility design concept.

The Offeror shall demonstrate their ability to minimize changes in the various scenarios as they pertain to the following building systems:

- Mechanical distribution
- Electrical distribution
- Lighting layouts
- Plumbing
- Telecommunications distribution
- Life safety systems (including, but not limited to, sprinkler systems)

For each planning scenario, the Offeror shall include a quantified list of what items will be installed as part of core and shell and what items shall be installed as part of tenant fit-out. This shall be limited to 2 pages per planning scenario.

Planning scenarios 1 through 3 will be based on a single tenant agency occupying the given 10,000 square foot space. Planning scenario 4 will be based on sub-dividing the area into 2 tenant areas (4A for tenant A @ 5,000 square feet and 4B for tenant B @ 4,000 +/- square feet) with the appropriate exiting corridors. All scenarios shall be ST-3 space. The scenarios will be as follows:

Planning scenario 1. Open office area 90%, SCIF area 0%, enclosed (non SCIF) area 10%

Planning scenario 2. Open office area 60%, SCIF area 0%, enclosed (non SCIF) area 40%

Planning scenario 3. Open office area 50%, SCIF area 20%, enclosed (non SCIF) area 30%

Planning scenario 4. Tenant A, Open office area 70%, SCIF area 10%, enclosed (non SCIF) area 20% **and Tenant B.** Open office area 30%, SCIF area 50%, enclosed (non SCIF) area 20%

Maximum Requirements:

The Offeror shall quantitatively define the change from planning scenario 1 to planning scenario 2, from planning scenario 2 to planning scenario 3, and, from planning scenario 3 to planning scenario 4A and B. Change shall be quantified as follows:

- Total product quantities to effect the change (LM of partitioning, number of relocated light fixtures, etc.) and the percent change these yield (e.g. of 100 total light fixtures, 2 were relocated to accommodate the change from scenario 2 to scenario 3, yields a 2% change.)

Following are the percent changes for selected elements.

Universal Plan Scenario Percent Change Maximums	
Enclosing walls for occupiable area (see Space Type Narrative, section 2.0 Area Definitions and 3.0 Space Types)	<5%
Trunk ductwork	<4%
Sprinkler distribution	<10%
Secondary electrical distribution	<8%
Return air system components	<4%
Supply air distribution	<8%
Overhead lighting	<10%
Ceiling system	<10%

L-7.3.1.4 Resource Management

(a) Organizational Structure. The Offeror shall update the project organization chart for their team that was submitted as part of Phase I to show their functional organizational structure (showing organizational positions – no names except for key positions are required). This chart shall identify the critical functions that are being performed by sub-contractors, as well as lines of communication, authority, and workflow within the project.

The Offeror's Organizational Structure discussion shall be presented as part of the Offeror's oral presentation.

(b) Resources. The Offeror shall discuss in detail how they plan to ensure their subcontractors and suppliers will provide the required level of resources. The Offeror shall discuss how they will manage changing resource availability at the trades level throughout the project. The Offeror shall discuss how they plan to incentivize superior performance among their team and subcontractors. The Offeror shall discuss their specific plans for obtaining economies and efficiencies in materials and labor over the entire W2-5 project. This discussion shall also include the Offeror's specific plans for maintaining performance standards and implementing lessons learned throughout the duration of the project.

The Offeror's Resource discussion shall be presented as part of the Offeror's oral presentation.

L-7.3.1.5 Customer Relations and Insight

The Government has determined that it needs the Contractor on this project to provide a level of information/ reporting/ insight that will allow the Government to achieve the following goals:

- Be assured that the Contractor is meeting performance and other contract requirements
- Ensure established requirements are adequate to produce the desired functionality
- Ensure conclusions and input can be made about appearance and other preference items
- Be kept informed, and be able to keep others (FFD, tenants, etc.) informed
- Allow scheduling and coordination of government furnished property, IM&T installation, OGC's, outages, etc.
- Preclude avoidable conflicts and impacts on tenants

(a) Design Process. The Government does not intend to dictate the exact design management process; rather, to the greatest degree possible it intends to adopt the proposed process of the successful offeror. The design process shall be collaborative between the Contractor, the Government, and OGCs. A primary goal of the design process is to maximize the Contractor's confidence that the Government requirements are appropriately incorporated and to maximize the Government's confidence that the Contractor correctly understands the Government's requirements. Additionally, the design process provides the basis for work by OGCs including IM&T, DPS, furniture manufacturers/installers, etc. The Contractor must refine and time the design process to maximize mutual confidence, coordination, and efficiency. Offerors should also refer to the guidance above as to the level of understanding and insight the Government desires in general on the project. This level of insight should influence the design management process in areas such as number of type of submittals, nature and timing of design reviews, etc.

To that end, each offeror shall include in its proposal a provision suitable for inclusion in the Statement of Work that describes their design management process for this project. The provision, after negotiation if necessary, will be substituted in the resulting contract for coverage currently reflected as Statement of Work paragraph 2.4. The proposed provision must incorporate the requirements of the current Statement of Work paragraph 2.5 expanded to specify the Offeror's processes and products, but must in addition succinctly address the following:

- The Contractor shall describe the design review process, including how many reviews will be conducted, how they'll be conducted, at what points in design, how comments will be processed and dispositioned, the types of approvals required and by whom.
- The Contractor shall depict on a flowchart or by similar means the typical events and time intervals required throughout the core and shell design process.
- The Contractor shall describe what submittals will be forwarded for Government review, the submission timing and frequency, and the appropriate approval authority and process.

There is no page limit for the Offeror's Design Management Process SOW input.

The above information should be incorporated into the Integrated Project Plan (IPP) and Integrated Project Schedule (IPS), as appropriate. If information is contained in the IPP and/or IPS it need not be repeated, but should instead referenced to the appropriate location in the IPP and/or IPS.

The Offeror shall provide an overview of their design process as part of the Offeror's oral presentation.

(b) Project Controls.

The Government does not intend to dictate the exact project control methods used; rather, to the greatest degree possible it intends to adopt the proposed process of the successful offeror. The Government has determined that it needs the Contractor to provide a level of information/ reporting/ insight via the Integrated Project Plan, Integrated Project Schedule, and other reports and deliverables consistent with the Statement of Work paragraph 3.2. The Offeror shall include in their proposal a provision suitable for inclusion in the Statement of Work that describes their project controls for this project. The proposed provision must incorporate the requirements of the current Statement of Work paragraph 3.2 expanded to specify the Offeror's processes and products. The provision, after negotiation if necessary, will be substituted in the resulting contract for the current requirements stated in Statement of Work paragraph 3.2. There is no page limit to the Offeror's Project Controls SOW input.

The Offeror shall describe their project control system, to include the system's inputs and outputs. The Offeror shall discuss how they will identify and incorporate the activities of OGCs into their design process and project controls. The Offeror shall provide this overview of their project control system as part of the Offeror's oral presentation.

L-7.3.1.6 Socio-economic Goals

(a) As required by FAR 19.702(a)(1) and described by FAR 19.704, Offerors shall submit a subcontracting plan and that plan, once approved, will be made a part of any contract resulting from this solicitation (Section J, Attachment 8). Accordingly, the Offeror shall submit a subcontracting plan with its proposal (L-7.3.4). Offerors shall submit a plan that maximizes their small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontract participation in the Wedges 2-5 effort. As such, the RFP will not include defined target goals. However, offerors should seek creative means to enhance overall SDB participation.

(b) The Offeror shall also provide a summary subcontract experience list, not to exceed one (1) page that identifies the following:

- Name of project and contract number, if applicable.
- Percentile goals on previous projects for subcontracting to Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Small Disadvantaged Business, Women-Owned Small Business, and HUBZone concerns.
- Actual percentages achieved on those projects for subcontracting to Small Business, Small Disadvantaged Business, Women-Owned Small Business, and HUBZone concerns.

The required subcontract experience list shall include only those projects the Offeror has performed in the local metropolitan Washington, DC area that are similar to the Wedge 2-5 project, and are ongoing or have been completed within the last five (5) years.

In addition, the Offeror shall submit a copy of its latest SF-295, "Summary Subcontract Report" as a record of its corporate experience; and the latest SF-294, "Subcontracting Report for Individual Contracts", or equivalent commercial report for each project listed.

L-7.3.1.7 Integrated Project Schedule

Assuming a contract award of June 15, 2001 and a NTP date of thirty (30) days after contract award, the Offerors shall provide an integrated schedule including major milestones and phasing for the completion of Wedges 2-5. The Offeror shall include all optional items identified in Section B of the RFP. The Offeror shall assume that all options will be exercised. The IPS shall contain all of the Integrated Project Plan milestones and activities for Wedge 2, the major milestones for the remaining wedges, and shall comply with the requirements of Section 3.2 of the Statement of Work. The IPS shall also coincide with the schedule proposed in Section F of the solicitation. Future updates to the IPS will expand the level of detail for the remaining portions of this project. See RFP Attachment L-10. (No page limit)

L-7.3.1.8 Integrated Project Plan

(a) Provide an Integrated Project Plan that will become Attachment 6 to the prospective contract. The IPP initially provides the detailed concept and approach for executing the design and construction of Wedge 2, transition from Wedge 2 to Wedge 3, and more general information regarding the remaining wedges. Future updates to the IPP will expand the level of detail for the remaining portions of this project. The IPP shall:

- Contain significant project milestones,
- Contain activities that must be accomplished to initiate an event and the criteria for completing a milestone;
- Contain a narrative describing the specific actions the contractor intends to take to achieve the requirements of the SOW and the identified project milestones, and
- Include Wedges 2-5, and all other contract options.

The IPP shall define the approach to the execution of the Wedges 2-5, including de-commissioning, construction design, demolition, abatement, phasing, core and shell, tenant fit out design and construction, and commissioning. The IPP shall also include all significant actions associated with Government actions and Other Government Contractor actions that affect the Wedges 2-5 project. The actions included in the IPP is expected to be a much greater number of actions and events than the number of milestones specified in Section F of the contract. It is the intent of the Government that both the Government and Contractor utilize the IPP as a major management tool. It is therefore imperative that the IPP is concise, easy to follow, and structured by options.

(b) The IPP shall be organized with discrete sections for Wedge 2, each subsequent wedge, and each option. Cross-referencing may be used within and between sections. Do not include cross-references to other parts of your proposal since the proposal will not be part of the awarded contract. The IPP shall define and describe actions in sufficient detail to include all relevant activities, and shall be constructed to align with the IPS (see paragraph L-7.3.1.7). The IPP shall also provide an overview that links the key activities and milestones in each section into an integrated plan, and identifies key decisions and dependencies among these activities.

(c) There shall be an IPP section for each wedge and each option. Each section of the IPP shall contain the following: 1) Milestones; 2) Activities; 3) Indicators; and 4) Narratives.

1) Milestones. An IPP milestone is a key contractual or project event or phase defined by the Government or the Offeror that defines progress at a specific point in time. IPP milestones mark the initiation or conclusion of intervals of major activities and serve as measures of project progress. The Offeror shall include definitions of each milestone at the beginning of the IPP. IPP milestones shall be properly sequenced and may include demonstration milestones, technical or program reviews and audits, and other key decision points. For each IPP milestone, there shall be at least one entry and exit activity. Each IPP milestone shall be reflected in the proposed Integrated Project Schedule.

2) Activities. Activities are interim or final critical efforts that must be completed prior to entering into or exiting from a milestone. Entry activities reflect what must be complete to initiate a milestone. Exit activities reflect what must be done in order for a milestone to be successfully closed. For each activity, there shall be at least one indicator.

3) Indicators. Indicators must be measurable and useful and demonstrate the required level of progress in the associated activity has been achieved. Indicators may include completed work activities and completion of critical actions required by the Offeror's internal programs. Indicators shall include, as appropriate, the use of various measures and metrics to track detailed taskings in the IPP.

4) Narratives. A collection of concise statements, with flow diagrams as necessary, describing the Offeror's key functional/ management processes and procedures. The IPP narrative is used to supplement the IPP activities and associated indicators, and should provide insight into the design and construction process. In particular, a narrative should provide enough

information to identify where the indicators apply. In identifying processes and procedures in the IPP narrative, reference may be made to the process or procedure by title. Describe processes and procedures only to the extent necessary to describe how the indicators are applied. Inclusion of company-wide processes or procedures in the IPP is not a requirement.

The IPP is limited to 10 pages. 11" x 17" paper may be used.

L-7.3.2 Past Performance

L-7.3.2.1 Key Personnel

The Offeror shall identify a maximum of seven (7) key positions in their design-build organization for Wedges 2-5, and provide a rationale for selecting these positions as being "key". The Offeror shall submit names for each key position.

Project List: For each "key person", the Offeror shall submit a list of all projects in which they participated in the role identified for the W2-5 project. The following information shall be provided for each project:

- name and location of the project
- individual's role on the project
- name, telephone number, and e-mail address of the owner's representative most knowledgeable of the proposed key personnel's involvement in the project.

For each project, the Offeror shall submit a detailed summary describing the project and the relevance of the project, and how this project qualifies the proposed individual for their position on this project. Relevance shall be addressed from two considerations – 1) relevance of the project to the W2-5 project, and 2) relevance of the position to the position for which the individual is proposed. Relevance of the project to the W2-5 project is defined as those projects with comparable levels of complexity to the W2-5 project. These complexities may include, but are not limited to, experience with: maintaining ongoing operations/ occupancy during construction, design build and/or fast track project delivery, coordination with on-going adjacent renovation projects, long term and/or phased construction, project scale or scope, and sustainable design. Relevance of the position to the individual's position is defined as having similar responsibility to the position for which the individual is proposed.

The Project List is limited to five (5) pages.

L-7.3.2.2 Critical Subcontractors

(a) Critical Subcontractor Project List – Critical subcontractors are those subcontractors in the following functions – mechanical and electrical whose subcontract:

- Mechanical - is equal to or exceeds 50% of the value of the mechanical portion of the project in any wedge
- Electrical - is equal to or exceeds 50% of the value of the electrical portion of the project in any wedge

For each critical subcontractor, Offerors will provide a list of all design and/or construction projects ongoing or completed by the critical subcontractors in the functions above within the last five years for which their project portion met or exceeded the following thresholds:

- Mechanical - \$5,000,000
- Electrical - \$5,000,000

In addition, provide the following information for each project listed:

- companies performing the project
- project prime contractor
- name and location of the project
- project contract type
- subcontract type
- brief description (maximum three sentences)
- name and telephone number of the owner's representative most knowledgeable of the project
- contract number for Government contracts
- role on the project (mechanical subcontractor, electrical subcontractor, etc.)
- original and final total project value
- original and final subcontract value
- scheduled and actual project start and completion dates
- if a subcontractor on the project:
 - function/service on the project
 - original and final value of the subcontract
 - contract type for the subcontract

There is no page limit for the Critical Subcontractor Project List.

(b) Relevant Project Summaries - Each offeror shall complete and submit summaries, as described below, for seven (7) projects from the Projects List for each critical subcontractor. If a critical subcontractor has less than seven (7) relevant projects, the Offeror shall submit as many relevant projects as it has. The seven (7) projects shall be selected in the following order of importance:

- Relevant design-build projects where the critical subcontractor worked with the Offeror's GC and/or AE.
- Relevant design-build projects performed by the critical subcontractor not involving the Offeror's GC or AE.
- Any other relevant projects.
- Critical subcontractors without projects meeting the above thresholds should submit the requested information for the most relevant projects regardless of value.

"Relevant" projects are defined as those design and construction contracts ongoing or completed within the last 5 years with comparable levels of complexity to the W2-5 project. These may

include, but are not limited to, experience with: maintaining on-going operations/ occupancy during construction, design-build and/or fast track project delivery, coordination with on-going adjacent renovation projects, long term and/or phased construction, and sustainable design. Multi-division or regionalized firms should submit projects performed by the division/business segment that would, if selected, perform the design/construction of the W2-5. Projects performed by other divisions/business segments may be considered but are less relevant than projects performed by the local division.

For the relevant projects selected, offerors will summarize the following information in addition to the requirements identified in paragraph a. above, not to exceed one (1) page for each project (total 7 page limit per subcontractor):

- Describe the relevance to the W2-5 project
- Describe the project team composition (design/construction firms)
- Describe cost and schedule performance (include explanations for any cost and/or time growth experienced)
- Provide the date the Past Performance Questionnaire was requested and the name and phone number to whom it was sent (see paragraph below).

(c) Questionnaires – The Offeror shall initiate the Past Performance Questionnaires [Section L Attachment L-11] for each of the projects selected in paragraph b. above. The Offeror shall 1) complete Blocks 1 through 7, 2) forward the questionnaire to the owner's representative most knowledgeable of the project selected, and 3) request them to respond to the questions and submit the Questionnaires directly to the Pentagon Renovation Program (not back to the Offeror) no later than the RFP due date.

L-7.3.3 Cost/ Price (Volume III)

(a) General

A fixed price incentive (firm target) contract will result from this solicitation. While this contract type has a provision for a target profit, Offerors are instructed to propose NO profit for this solicitation. There is an award fee provision incorporated in this solicitation that will serve as the means to provide a fee for the resulting contract. Proposals that are submitted on a basis other than fixed price incentive or propose a fee will be considered ineligible for award. **NOTE:** All dollar amounts shall be in FY 2001 dollars. See RFP Attachment L-1 for specific instructions.

(b) Contents

The offeror's price volume shall consist of the following:

(1) Offerors shall submit with their price volume a completed SF 33 and Section B of the Schedule, if not submitted with the Contract Information (Volume IV). Offerors shall insert their price at the CLIN level (e.g. CLIN 2001) for all Fixed Price Incentive (Firm Target) CLINs (see the table in Section B-3). Offerors shall insert their unit prices for the Fixed Price Ordering Items (see the table in Section B-3). The Government will complete the breakdown of CLIN funding at the subCLIN level (e.g. 200101).

(2) RFP Section L Attachments L-1 through L-8 contain instructions and applicable spreadsheets. Offerors shall follow the attached instructions and complete the spreadsheets as provided in the Attachments.

(3) Offerors shall include a separate cost proposal for the materials and services required by the Offeror's design for the EM&CS. The costs included in this proposal are for the tasks identified in SOW 2.5.2.2.1 and for the EMCS OGC in the Responsibility Matrix of Section 4.4 of the SOW. These costs shall be shown in Section B under CLINs 2008, 3008, 4008, and 5008. The Offeror shall not add these costs in with the costs the Offeror is proposing under other CLINs, nor will these costs count against the Offeror's \$XXX,000,000 ceiling threshold for their proposal.

(4) Breakout of costs for support of Executive Messes. The costs for constructing/ re-configuring barrier walls, temporary utility connections, and maintaining telecommunications to the Executive Messes (see SOW 7.1 and 7.2) shall be separately identified in the Offeror's cost proposal and included as part of the Offeror's costs.

(5) Finish Upgrades. As part of the basic requirement, the Offeror shall include the costs for "building standard" floor, wall, base and ceilings finishes and related systems in the subject areas. This also includes, building standard doors and hardware and power, lighting, plumbing and mechanical, life safety systems and components as in other ordinary, renovated corridors and office spaces. The Offeror shall provide a cost for upgrading each designated space type on a cost per square meter basis. This cost per square meter shall be based on the number of square meters identified for each space type in Section M-3.3.3.2.b.

(6) Costs for Phase 2. The Offeror shall provide a written narrative providing the basis for the costs proposed for CLINs 2014, 2015, and 2016.

(7) The following information shall be included for the offeror and each proposed subcontractor:

- (a) The address, telephone number and point of contact of the cognizant DCAA offices shall be furnished.
- (b) Cage Code Number
- (c) Dun & Bradstreet (DUNS) Number

(8) There is no page limit to the cost proposal.

L-7.3.4 Contract Information (Volume IV)

This volume will include a completed SF33, and the information required to complete Section B (The completed SF 33 and Section B may be submitted with their Cost Volume), Section F (F-3 "Delivery Schedule"), Section G (G-3 "Taxpayer ID", G-5 "Remittance Address"), Section H (H-2 "Market Basket", H-12 "Extended Overhead--Daily Rate", H-18 "Key Personnel", and H-19 "Special Considerations for Demolition and Abatement"), Section J (Attachment 4 "Space Type Cost Data", Attachment 6 "Integrated Project Plan", and Attachment 8 "Small Business

and Small Disadvantaged Business Subcontracting Plan”), Section K (Clauses K-2 through K-4, and K-6 through K-16) and any other information required to complete the contract.

LIST OF SECTION L ATTACHMENTS

Attachment	Description
Attachment L-1	Price Format Instructions
Attachment L-2	Worksheet 1 General Conditions
Attachment L-3	Worksheet 2 Core & Shell
Attachment L-4	Worksheet 3 Core & Shell Breakdown
Attachment L-5	Worksheet 4 Tenant Fit-out Summary
	Worksheet 4A Wedge 2 TFO
	Worksheet 4B Wedge 3 TFO
	Worksheet 4C Wedge 4 TFO
	Worksheet 4D Wedge 5 TFO
Attachment L-6	Worksheet 5 TFO All Wedges
Attachment L-7	Worksheet 6 TFO Unit Prices
Attachment L-8	Table 1 Main Summary
Attachment L-9	Energy Reporting Form
Attachment L-10	Notional Wedges 2-5 Schedule
Attachment L-11	Past Performance Questionnaire

Note: Attachments NOT Included in Public Version

SECTION M Evaluation Factors for Award**M-1 52.252-1 -- Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	TITLE	DATE
52.217-5	Evaluation of Options	JUL 1990

M-2 Basis for Contract Award

Unless all offers are rejected, award will be made to the responsible offeror whose offer, conforming to the solicitation, is determined to be the best overall value, price and other factors considered. In determining the best overall response, the combined non-cost/price factors are more important than the cost/price factor; however, cost/price is a significant factor. The Government may select for award the offeror whose price is not necessarily the lowest, but whose technical proposal is more advantageous to the Government and warrants the additional cost.

The Government's contract budget for the renovation of Wedges 2-5 is **\$XXX,000,000**. In no event will an offer that exceeds that amount for CLINs 2001 - 2003, 3001 - 3003, 4001 - 4003, and 5001 - 5003 be selected for award. However, the Government desires to maximize the best value obtainable for that amount. Therefore, offerors should strive to propose the best technical/management solution within that budget amount. Technical/ management approaches that seek to trade off performance in favor of costs below the contract budget amount are not desired and will not be rewarded. Cost/price evaluation will focus heavily on the realism of the proposed cost/price for the scope and nature of technical/management effort proposed.

Offerors must satisfy the requirements described in the performance criteria, as well as other RFP requirements. Offers that take exception to any performance criteria are unacceptable.

M-3 Evaluation of Proposals

M-3.1 Best Value

This source selection may result in a award being made to a technically superior, higher rated, and higher priced offeror where the decision is consistent with the evaluation factors and where it is determined by the Source Selection authority that the technical superiority, overall management approach, and demonstrated past performance record of the higher priced offeror outweighs the benefits of any price difference. The Source Selection Authority, using sound judgement, will base the source selection decision on an integrated assessment of the proposals submitted in response to this solicitation, in accordance with the evaluation factors and sub-factors established within this solicitation.

M-3.2 Rating Methods

M-3.2.1 Technical/ Management Approach Factor. Both a merit rating and a confidence rating will be assigned. The merit rating and the confidence rating are of equal importance.

M-3.2.1.1 The following adjectival ratings will be used to rate the merit portion of the sub-factors in the Technical/ Management Approach factor:

COLOR



Purple

- **Outstanding:** Greatly exceeds the minimum performance or capability requirements of any evaluation sub-factors in a way beneficial to the Government. There are no significant weaknesses. Those aspects of a factor or sub-factor resulting in an “Outstanding” rating may be incorporated into the resulting contract.



Blue

- **Excellent:** Exceeds the minimum performance or capability requirements of any evaluation sub-factors in a way beneficial to the Government. There are no significant weaknesses. Those aspects of a factor or sub-factor resulting in an “Excellent” rating may be incorporated into the resulting contract.



Green

- **Acceptable:** Meets the minimum performance or capability requirements of any evaluation sub-factors. There may be minor but correctable weaknesses.



Yellow

- **Marginal:** May meet the performance or capability requirements of any evaluation sub-factors. There are apparent or moderate weaknesses that are correctable.



Red

- **Unacceptable:** Fails to meet the performance or capability requirements of any evaluation sub-factors. There are unacceptable weaknesses.

M-3.2.1.2 In assessing confidence in the technical/management area, the Government will consider the risks associated with the approaches proposed by the offeror, as well as the Government's confidence that the offeror's view of its relationship with the Government will produce behaviors and results necessary to ensure the success of the project. The following

confidence ratings will be used to rate the confidence portion of the sub-factors in the Technical/Management Approach factor:

COLOR



- **High confidence:** Evaluated that virtually no doubt exist that the offeror will successfully perform the required effort with no potential cause for disruption of schedule, increased cost or degradation in performance. The levels of insight and participation afforded the Government are such that little or no Government intervention is expected to be required in achieving the proposed level of performance.



- **Significant confidence:** Evaluated with a certainty that the offeror will successfully perform the required effort with minor potential cause for disruption of schedule, increased cost or degradation in performance. The levels of insight and participation afforded the Government are such that little Government intervention is expected to be required in achieving the proposed level of performance.



- **Confidence:** Offeror can successfully perform the required effort with little cause for disruption of schedule, increased cost or degradation in performance. The levels of insight and participation afforded the Government are such that some Government intervention may be required to meet the contract requirement.



- **Little confidence:** Substantial doubt exists that the offeror will successfully perform the required effort with likely potential cause for disruption of schedule, increased cost or degradation in performance. The levels of insight and participation afforded the Government are such that substantial Government intervention is expected to be required to meet the contract requirements. Changes to the offeror's existing approach may be necessary in order to achieve contract requirements.



- **No confidence:** Extreme doubt exists that the offeror will successfully perform the required effort with significant potential cause for disruption of schedule, increased cost or degradation in performance. The levels of insight and participation afforded the Government are such that regardless of the degree of Government intervention, successful performance is doubtful.

M-3.2.2 Past Performance Factor

M-3.2.2.1 The following confidence ratings will be used to rate the sub-factors in the Past Performance factor:

COLOR



- **High confidence:** Evaluated that virtually no doubt exists that the offeror will successfully perform the required effort. No Government oversight is expected to be required in achieving the proposed level of performance.



Blue

• **Significant confidence:** Evaluated with a certainty, that the offeror will successfully perform the required effort. Little Government oversight is expected to be required in achieving the proposed level of performance.



Green

• **Confidence:** Offeror can successfully perform the required effort. Some Government oversight is expected to be required to meet the contract requirement.



Grey

• **Unknown confidence:** No performance record identifiable (See FAR 15.305). This is a neutral weighting. It does not hinder nor help the offeror.



Yellow

• **Little confidence:** Substantial doubt exists that the offeror will successfully perform the required effort. Substantial Government oversight or intervention is expected to be required to meet the contract requirements. Changes to the offeror's existing approach may be necessary in order to achieve contract requirements.



Red

• **No confidence:** Extreme doubt exists that the offeror will successfully perform the required effort. Regardless of the degree of Government oversight or intervention, successful performance is doubtful.

M-3.3 Factor Descriptions

The evaluation factors below are listed in descending order of importance. Factor 1 "Technical/Management Approach" is more important than Factor 2 "Past Performance" which is more important than Factor 3 "Cost/Price". The non-cost/price factors, in sum, are more important than cost/price, but cost/price is a significant factor.

M-3.3.1 FACTOR 1: TECHNICAL/ MANAGEMENT APPROACH

Within Factor 1, sub factors 1, 2, and 3 are of equal importance and each is more important than each of sub-factors 4, 5, and 6. Sub-factors 4, 5, and 6 are of equal importance. The ratings will be assigned based on the offerors' written proposal and oral presentation.

M-3.3.1. Sub-factor 1: Phasing Approach

Minimum Requirement:

The Offeror's phasing approach detailed in their preliminary phasing plan, Integrated Project Schedule, and the Integrated Project Plan:

- Provides a realistic, effective, and executable approach to phasing that minimizes the impact of project activities on occupants of space type ST-1 and provides for the continuity of operations in space type ST-2. The approach maintains the efficiency and continuity of the offeror's work force within Wedge 2, and during the transition from Wedge 2 to Wedge 3, and satisfies other stated Government requirements,
- Provides a realistic, effective, and executable approach to phasing occupancy of contiguous portions of Wedge #2+ and Wedge #3 contiguous ST-2 spaces in a short timeframe,
- Identifies a realistic, achievable schedule that meets the Government schedule for the entire project,

- Provides a realistic, effective, and executable plan that minimizes the impact of the phasing approach on future maintenance and operations of building systems.

M-3.3.1.2 Sub-factor 2: Integrated Sustainable Design

Minimum Requirement:

- The Offeror's proposed approach to Integrated Sustainable Design, including how they intend to apply the Life Cycle Cost Analysis, is clearly defined and appropriate for a project of this nature and complexity.
- The Offeror demonstrates that their approach will facilitate an effective and integrated design to achieve the Pentagon's sustainable goals.
- Offeror's proposed approach is demonstrated to comply with the Pentagon Energy Budget \pm 10% for Wedge 2.
- The Offeror proposes a realistic and comprehensive Measurement and Verification (M&V) concept and approach.
- The Offeror proposes a realistic, comprehensive, and integrated sustainable concept for building envelope, mechanical systems, and lighting that satisfies all RFP requirements.
- The proposed design narrative clearly illustrates the design decision process and can be understood by all stakeholders, specifically including facilities maintenance staff.

M-3.3.1.3 Sub-factor 3: Universal Space and Design Flexibility

Minimum Requirement:

The Offeror's Universal plan approach detailed in their planning scenarios:

- Provides a realistic, effective, flexible and executable approach to universal planning
- Supports a realistic, achievable schedule that meets the Government schedule for the entire project,
- The Offeror's design provides the flexibility to reconfigure the universal space within the parameters of the sample scenarios without exceeding the Universal Plan Scenario Percent Change Maximums

M-3.3.1.4 Sub-factor 4: Resource Management

Minimum Requirements:

(a) Organizational structure:

- The Offeror's organizational structure, including critical subcontractors, is clearly defined and appropriate for a project of this nature and complexity.
- The Offeror describes an appropriate, realistic, and effective approach as to how it will ensure integrated and coordinated planning and execution among its subcontractors and suppliers to achieve the desired results.

(b) Resources:

- The Offeror clearly demonstrates how adequate resources will be acquired and dedicated to this project throughout its life.
- The Offeror clearly demonstrates that realistic and effective processes and techniques will be implemented to ensure internal and subcontracted manpower continuity, learning, economies and efficiencies within disciplines or trades, as well as economies and efficiencies related to supplies and practices throughout the potential life of Wedges 2-5.

- The Offeror describes a reasonable and effective methodology for incentivizing and obtaining superior performance from its team and subcontractors.

M-3.3.1.5 Sub-factor 5: Customer Relations and Insight

Minimum Requirements:

- The Offeror's proposed design management process and project controls will enable the Government to achieve the following goals:
 - Be assured that the Contractor is meeting performance and other contract requirements
 - Ensure established requirements are adequate to produce the desired functionality
 - Ensure conclusions and input can be made about appearance and other preference items
 - Be kept informed, and be able to keep others (FFD, tenants, etc.) informed
 - Allow scheduling and coordination of government furnished property, IM&T installation, OGC's, outages, etc.
- Preclude avoidable conflicts and impacts on tenants
- The Offeror's proposed project and production controls provide the offeror and the Government with timely, reliable, and meaningful information to assess current cost and schedule progress, assess impacts and make useful projections, develop recovery plans, and effectively manage the project, including regularly reported meaningful metrics on variances from scheduled events.
- The offeror's proposed project and production controls procedures appropriately consider and integrate the activities of other government contractors engaged on the project.
- The offeror demonstrates an acceptable level of understanding of the coordination activities necessary with other government contractors and the Government with relation to design and project controls to ensure project success.

M-3.3.1.6 Sub-factor 6: Socioeconomic Goals

Minimum Requirement:

- The Offeror proposes an acceptable subcontracting plan addressing the requirements of FAR Part 19.
- The Offeror demonstrates that the goals established for this project are equal to what is consistently being realized for similar work in this area.
- The Offeror met goals established on the majority of previous, similar projects.
- Of particular interest to PENREN and for the Offeror to potentially maximize the rating of this sub-factor:
 - The subcontracting plan establishes an extensive outreach program that ensures successful achievement of the proposed goals and plans for enhancing subcontractor's capabilities (e.g. transfer of QA/QC and safety technology), and/or:
 - The offeror proposes innovative approaches to foster and promote small, woman-owned and small disadvantaged businesses. Such approaches might include teaming, affiliation or the forming of consortiums. When these type arrangements are used, it is expected that specific details of the initiative, to include letters of agreement or contracts with those subcontractors that represent the effort outlined, are included in the subcontracting plan.

M-3.3.2 FACTOR 2: PAST PERFORMANCE

Past Performance will be evaluated as a measure of the Government's confidence in the Offeror's team's ability to successfully perform this project based on demonstrated relevant and recent performance. Sub-factor 1 and sub-factor 2 are of equal importance.

M-3.3.2.1 Sub-factor 1: Past Performance**Evaluation Criteria:**

Past performance evaluation will be based on the results of the Phase I past performance evaluation, as adjusted by the evaluation of 1) the suitability of the Offeror's proposed key personnel's as demonstrated by their relevant experience (positions and projects) for the proposed position and quality of performance, and 2) the rationale for selecting those positions as "key". This adjustments will made based on information received as part of the proposed individuals' project list, phone interviews with the customers of the identified projects, and other information received.

M-3.2.2.2 Sub-factor 2: Critical subcontractors**Evaluation Criteria:**

The past performance of the critical subcontractors will be evaluated based on the information received as part of the past performance questionnaires, phone interviews with identified customers on the Critical Subcontractor Project List, project descriptions, and relevance summaries. The projects identified by the Offeror in response to L-7.3.2b might not serve as the sole basis of evaluation of this past performance sub-factor. The Government reserves the right to obtain and utilize information by the Government from other sources than those identified by the Offeror. The evaluation will consider the extent of the critical subcontractors' relevant experience, and their ability to meet the qualities described in the past performance questionnaire.

M-3.3.3 FACTOR 3: COST/PRICE**M-3.3.3.1 Contract Cost/ Price****Evaluation Criteria:**

a. The offeror's cost/price proposal will be evaluated to determine if it is realistic, complete, and reasonable. Realism is evaluated by assessing the compatibility of proposed costs with proposal scope and effort. Completeness is evaluated by assessing the level of detail the offeror provided in cost information for all RFP requirements in the statement of work and technical documents, and assessing the traceability of estimates. Reasonableness is evaluated by comparing the proposed prices received in response to the RFP, or comparing prices with other similar work.

b. Cost/price evaluation will be based on the entire project, including option items. Evaluation of options shall not obligate the Government to exercise the options. Offers that total in excess of \$XXX,000,000 (target cost) for CLINs 2001 - 2003, 3001 - 3003, 4001 - 4003, and 5001 - 5003 are unacceptable. Costs associated with materials and services provided by Johnson Controls based on the Offeror's EM&CS design will not be counted against the \$XXX,000,000 threshold.

- c. Unrealistically low proposed costs or price estimates may be grounds for eliminating a proposal from competition either on the basis that the offeror does not understand the requirement or the offeror has made an unrealistic proposal.
- d. The offeror's proposed cost/price shall not be controlling for source selection purposes. Proposals shall be evaluated for selection purposes at the most probable cost to the Government for the basic requirement and all options. The most probable cost to the Government shall be computed as shown below:

M-3.3.3.2 Most Probable Cost

Evaluation Criteria:

a. This procedure describes the process for a "Most Probable Cost" analysis as applied to the proposals for this solicitation. The analysis covers the Target Costs that were submitted with the proposals in electronic spreadsheets. These spreadsheets consist of the following:

- *Table 1 – Main Summary*
- *Worksheet 1 - General Conditions*
- *Worksheet 2 - Core & Shell*
- *Worksheet 3 - Core & Shell Breakdown (Wedge 2 only)*
- *Worksheet 4 - Tenant Fit-Out Summary*
 - *Worksheet 4A – Tenant Fit-Out – Wedge 2*
 - *Worksheet 4B – Tenant Fit-Out – Wedge 3*
 - *Worksheet 4C – Tenant Fit-Out – Wedge 4*
 - *Worksheet 4D – Tenant Fit-Out – Wedge 5*
 - *Worksheet 4E – Tenant Fit-Out – Basement*
- *Worksheet 5 - Tenant Fit-Out All Wedges*
- *Worksheet 6 – TFO Unit Prices*

b. CLINs 2014, 2015, and 2016 will be separately evaluated to determine the Most Probable cost for these CLINs, but will not be included in the Total Most Probable Cost calculation below.

c. Total Most Probable Cost

The **Total Most Probable Cost** will be calculated as follows:

- The Government's estimate of the most probable cost of performance from above
- + Any anticipated profit which would be earned under the cost incentive
 - + A dollar value equal to 120 days of extended overhead at the Offeror's proposed daily rate
 - + A dollar value equal to 120 days of extended overhead at the mechanical subcontractor's proposed daily rate
 - + A dollar value equal to 120 days of extended overhead at the electrical subcontractor's proposed daily rate
 - + Costs to the Government resulting from the Offeror's EM&CS design (CLINs 2007, 3007, 4007, & 5007)
 - + A dollar value equal to xxx square meters of finish upgrades (A) at the Offeror's proposed rate
 - + A dollar value equal to xxx square meters of finish upgrades (B) at the Offeror's proposed rate
 - + A dollar value equal to xxx square meters of finish upgrades (C) at the Offeror's proposed rate
 - + A dollar value equal to xxx square meters of finish upgrades (D) at the Offeror's proposed rate
 - + A dollar value equal to xxx square meters of finish upgrades (E) at the Offeror's proposed rate
- Total Most Probable Project Cost to the Government**
- Affected swing space costs to the Government due to schedule reduction
-
- Total Most Probable Cost to the Government**

The Government's estimate of costs of performance will address the potential cost impacts of risks inherent in the offeror's approach as well as Government estimates of the proposed effort itself.

The swing space costs to the Government are a function of the proposed schedule for completion of the entire project. Offers that propose shorter schedules will be evaluated as reducing swing space costs to the Government at the rate of \$X per month of reduced swing space occupation.